



APRIL 28, 2020  
PRE-COUNCIL WORKSHOP 6:00 P.M.  
REGULAR CITY COUNCIL MEETING 7:00 P.M.  
Per Executive Order 2020-5 issued by Governor Gary R. Herbert on March 18, 2020, this meeting will be conducted electronically and may be viewed on the City's YouTube channel: <https://www.youtube.com/channel/UCI00z0Zgdmz4y1FoI0l7CJA>.

An anchor location will not be provided.

**1. Pre-Council Workshop - 6:00 pm**

**1.1.** Water Rate Presentation

**2. Regular City Council Meeting - 7:00 p.m.**

**3. Call to Order and Roll Call Attendance**

**4. Approval of Minutes**

**4.1.** Minutes: February 25, 2020 Regular City Council Meeting

*Documents:*

*min-cc-2020-02-25 draft.pdf*

**4.2.** Minutes: March 10, 2020 Regular City Council Meeting

*Documents:*

*min-cc-2020-03-10 draft.pdf*

**4.3.** Minutes: March 24, 2020 Regular City Council Meeting

*Documents:*

*min-cc-2020-03-24 draft.pdf*

**4.4.** Minutes: April 1, 2020 Special City Council Meeting

*Documents:*

*min-cc-2020-04-01 draft.pdf*

**4.5.** Minutes: April 10, 2020 Special City Council Meeting

*Documents:*

*min-cc-2020-04-10 draft.pdf*

**4.6.** Minutes: April 16, 2020 Special City Council Meeting

*Documents:*

*min-cc-2020-04-16 draft.pdf*

**5. Mayor and Council Reports**

**6. Administrative Reports**

**7. Citizens to Be Heard**

**To have your comments considered for the Citizens to Be Heard portion of the electronic meeting, please fill out the form found here: <https://forms.gle/lvcmtlb9rvi6kpnaa>**

**You must submit your comments by 7:00 pm on April 28, 2020. Please limit your comments to 400 words.**

**8. Old Business**

**8.1.** COVID-19 Updates

**9. New Business**

**9.1.** Proposed Resolution 25-2020: A Resolution Amending the City of Moab Employee Handbook  
**Briefing and possible action**

*Documents:*

*employee handbook 2020 agenda summary.pdf*

*resolution 25-2020.pdf*

*2020 manual 4-22-20.pdf*

**9.2.** Proposed Resolution 28-2020 - Adopting the Tentative Fiscal Year 2020-2021 Budget  
**Briefing and possible action**

*Documents:*

*agenda summary sheet - resolution 28-2020 adopting - google docs.pdf*

*resolution 28-2020.pdf*

*tentative budget.pdf*

*51 water enterprise capital.pdf*

*52 sewer enterprise capital.pdf*

*53 storm water enterprise capital.pdf*

**9.3.** Proposed Resolution 26-2020: A Resolution Approving the Golf Course Lease Agreement  
**Briefing and possible action**

*Documents:*

*agenda summary sheet.pdf*

*resolution 26-2020.pdf*  
*moab country club lease agreement.pdf*  
*golf course lease.pdf*  
*27-2005.pdf*  
*golf course lease amendment.pdf*

**9.4.** Proposed Resolution 27-2020: A Resolution to Award the Contract for Site Planning, Architectural and Engineering Services for Walnut Lane Apartments  
**Briefing and possible action**

*Documents:*

*resolution 27-2020 agenda summary.pdf*  
*resolution 27-2020.pdf*  
*architecturalsquared bid.pdf*  
*walnut lane\_master planning services contract - architectural squared.pdf*

**10. Approval of Bills Against the City of Moab**

**11. Adjournment**

**Special Accommodations:**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Check our website for updates at: [www.moabcity.org](http://www.moabcity.org)

**MOAB CITY COUNCIL MINUTES  
REGULAR MEETING  
FEBRUARY 25, 2020**

The Moab City Council held its Regular Meeting on the above date in the Council Chambers at the Moab City Center, located at 217 East Center Street, Moab, Utah. An audio recording of the meeting is archived at <http://www.utah.gov/pmn/index.html> and a video recording is archived at <https://www.youtube.com/watch?v=RR6uhMgg5es>.

***Executive Closed Session:***

Councilmember Guzman-Newton moved to enter an Executive Closed Session for a Strategy Session to Discuss Reasonably Imminent and/or Pending Litigation. Councilmember Duncan seconded the motion. The motion passed 5-0 with Councilmembers Derasary, Duncan, Guzman-Newton, Jones, and Knuteson-Boyd voting aye. Mayor Niehaus called the Executive Session to order at 6:03 PM. Councilmember Jones moved to end the Executive Closed Session. Councilmember Knuteson-Boyd seconded the motion. The motion passed 5-0 with Councilmembers Derasary, Duncan, Guzman-Newton, Jones, and Knuteson-Boyd voting aye. Mayor Niehaus ended the Executive Closed Session at 6:46 PM.

***Regular Meeting—Call to Order and Attendance:***

Mayor Niehaus called the meeting to order at 7:04 PM and led the Pledge of Allegiance. In attendance were Councilmembers Karen Guzman-Newton, Mike Duncan, Tawny Knuteson-Boyd and Kalen Jones. Councilmember Rani Derasary participated electronically. Staff in attendance were City Manager Joel Linares, Assistant City Manager Carly Castle, Finance Director Rachel Stenta, City Engineer Chuck Williams, City Planner Nora Shepard, City Assistant Planner Cory Shurtleff, Moab Recreation and Aquatic Center (MRAC) Director Terry Lewis, City Recorder Sommar Johnson and Deputy Recorder Joey Allred. 17 members of the public and media were present.

***Approval of Minutes:*** Councilmember Guzman-Newton moved to approve the minutes of the January 28, 2020 meeting. Councilmember Duncan seconded the motion. The motion passed 5-0 with Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton and Jones voting aye in a roll call vote.

***Mayor and Council Reports:***

Mayor Niehaus reported participating in press calls and spoke with legislators regarding the Sand Flats parcels that the City opposed with Resolution 06-2020. She stated that the resolution was fully supported by our representatives and the governor. She thanked the governor and expressed gratitude to BLM for deferring the nominated parcels. She reported attending Film Day on the Hill with Film Commission Director Metzner, a rural caucus, and a press conference for the Utah Raptor State Park. She also attended a Women's March with female leaders including mayors from other cities. She attended the joint City Council and Grand County Council meeting last Tuesday, as well as a meeting with the DAC. She attended the Governor's Rural Partnership Board Meeting and participated in Rural Day on the Hill. She stated that legislation of interest includes H.B. 273 and H.B. 374. She said that both bills are opposed by the ULCT.

Councilmember Derasary stated that she couldn't attend the most recent ULCT meeting because she's been in Washington D.C. She said that H.B. 190 would require municipalities to provide emergency medical services. This bill is opposed by ULCT due to lack of funding. She stated that she's in Washington D.C. with the Moab Tailings Project Steering Committee to lobby for

sustained funding of the project. She said that the meetings are going well and that she would provide a comprehensive report at the next Council meeting.

Councilmember Duncan thanked Assistant City Manager Castle for helping to organize a joint City-Grand Water & Sewer Service Agency Coordinating Committee to communicate any sewer rate changes. He reported participating in a Walnut Lane Selection Committee. He reported attending a Water Advisory Board meeting. He thanked Assistant City Manager Castle for her assistance in getting the Water Advisory Board organized. He thanked City Manager Linares for facilitating the Emma Boulevard meeting and stated that it was a great joint City-Council meeting. He reported participating in a telephone survey by Seekhaven. He stated that he did a KZMU radio interview with high school students regarding universal basic income. He reported attending a preview of the Moab Museum.

Councilmember Knuteson-Boyd reported attending a Canyonland Healthcare Special Service District meeting. She stated that the Canyonlands Care Center has hired a new administrator named Colette Lyman. She said that the Canyonlands Care Center completed its annual survey, which indicated that the food service quality needs to be improved a bit. She reported attending a Housing Authority meeting. She reported attending a Moab Museum Board meeting and a preview of the museum.

Councilmember Guzman-Newton reported attending an event at the high school regarding helping our children rise above the negative effects of social media. She said that that speaker, Colin Kirschner, has a TED talk on YouTube that is worth watching. She reported attending a census update committee meeting regarding the census grant and what it could be spent on. She reported participating in an interview by national newspapers with Mayor Niehaus and Grand County Chair McGann regarding oil and gas leases. She reported participating with Councilmember Duncan on an interview with KZMU about the Slickrock trailhead. She reported attending the joint City and Grand County Council meeting. She reported attending a school board meeting about the school nurse position that was funded beginning last year. She said that Mary Frothingham has helped students get their tier-2 vision exam, which is unprecedented because it's not mandated by the state. She reported attending the Western Conference Junior High Science Fair at Colorado Mesa University. She also attended the Key Leaderboard Meeting. She met with Keri Allred from RUCD (Rural Utah Child Development) who said that a \$100 million grant will be due this spring for the expansion and creation of early head start programs. Councilmember Guzman-Newton stated that Mallory will invite SITLA, City staff, and County staff to have a conversation regarding locations and opportunities for an early head start program. She informed Mayor Niehaus that Mallory would like to present at the next City Council meeting, if possible.

Councilmember Jones reported meeting with Kayci Cook Collins, the acting Superintendent for the Southeastern Utah National Parks. He reported attending a webinar on parking reform for the 21<sup>st</sup> century and the discussion included best practices to provide for parking needs. He reported attending a meeting with City and County staff, local developers, and a consultant called Incremental Development regarding facilitating small-scale local, residential, and commercial development. He reported attending a Moab Dark Skies meeting, and a Grand County Solid Waste Special Service District meeting. He reported attending a couple of stakeholder meetings regarding the North end dispersed parking. He reported attending a Moab Area Travel Council meeting with discussion about capitalizing on Grand County as one of the most dinosaur rich areas in the world. He reported attending a Travel Council Sustainability Committee meeting.

Councilmember Guzman-Newton announced a free marketing opportunity through the Travel Council for local Moab businesses. She said that businesses can be listed on the Discover Moab website.

***Administrative Report:***

City Manager Linares thanked Grand County Community and Economic Director Zacharia Levine for attending the meeting and invited him to provide an update on the transportation planning for the Moab area.

Grand County Community and Economic Director Levine stated that currently there is conceptualization of a three-phase approach to transportation planning. He said that the phases are a regional transportation plan, a joint City-County transportation master plan, and a transit study and design process. He stated that the first phase is spearheaded by UDOT, who continues to show support and interest in the Moab area, and it will start soon. He said that this effort will include Moab, Grand County, San Juan County, and SITLA who are operating under a cooperative agreement that was signed last year. He said that phase two is exciting because the County hasn't updated their transportation plan since 2008, and the City has never had a transportation plan. He said that the last phase is anticipated to use federal 5304 funds that are administered by the state. He stated that the transit system in mind is not a park/tourist shuttle system. He stated that the federal program requires a base level of service for year-round residents. He discussed the scopes of work for each phase of the plan. Mayor Niehaus thanked Levine for his presentation and asked if people could email him their questions. He said that he could answer questions now. Councilmember Guzman-Newton asked about the estimated timeline for the plan. Levine said that phase one would take about a year, and phase two could start about six months into phase one. He also noted that a consultant was selected from UDOT's general engineering and consultant pool for the joint City-County transportation master plan. Councilmember Duncan requested clarification on the transit study being used for primarily year-round residents. Levine stated that the program requirements include a base level of service for the permanent population. He said that there is an understanding in tourism-based communities of a need to expand services during certain times of the year.

Finance Director Stenta provided a sales tax update and stated that all departments have submitted budget requests for the next fiscal year. She explained that the Statewide Local POS tax percent is calculated based on the local population; the more people that can be counted in the census, the higher the percent. She said that the new sewer rates went into effect in November, which shows a 9-12% increase in residential sewer and a 20-29% increase in commercial sewer. She stated that the water rate study should have a draft available from the consultants soon. She stated that the delinquent utility accounts have decreased thanks to the Assistant Treasurer and the Billing Clerk's efforts to increase communication. She stated that most of the City's revenue is sales based tax, and the City will need to plan accordingly regarding Coronavirus and travel restrictions.

Assistant City Manager Castle said that she wanted to follow up on an item that Councilmember Duncan had mentioned. She said that the City entered an ILA in 2016 with the Spanish Valley Water and Sewer Improvement District when the new waste reclamation facility was built. She said that one of the terms of the ILA requires that the City create a wastewater advisory board with the membership consisting of two people appointed by City Council and two people appointed by Grand County Council. She stated that she met with Dana Van Horn from GWSSA (Grand Water and Sewer Service Agency), Councilmember Duncan, and a representative from Spanish Valley. They discussed the critical importance of the respective agencies to share information regarding operations, capital projects, and sewer rates. She said that Van Horn and

Spanish Valley made it clear that they weren't interested in being on a steering committee or advisory board. She said that the recommendation after that meeting was an informal information sharing between staff members.

City Manager Linares thanked the governor and BLM for removing the leasing sites. He stated that the City sent letters thanking those individuals for that action.

***Citizens to be Heard:***

Wes Shannon, owner of the Love Muffin Café and La Sal House Restaurant, read from his emails to the Council. He said that he's been trying to gather information on the Hot Spot money and the proposed projects. He said that one thing that stuck out was that UDOT can take away Main Street parking. He said that the topic was brought up years ago and met with resistance from the community. He stated that, with \$10 million on the line, we're going to take a chance and hope that Main Street parking is not killed. He said that we're essentially transplanting Main Street parking into someone's lap on 100 West. He asked about the rest of the businesses on Main Street. He said that there could be a more logical way to use the money which would benefit a broader scope. He said that if there's even a 1% chance that parking on Main Street could be taken away, then the money needs directed to a more viable option that encompasses a plan for the community. He expressed concern for the direction the City is headed.

Elizabeth Boone, architect with Reynolds Ash + Associates Architecture & Engineering, stated that she wants to address item 10.2 on the agenda. She said that she's been working on the Henry Shaw Hotel since 2015. She said that after the workforce housing ordinance was passed, she's been working to come up with a solution to include workforce housing as part of the site application. She said that City staff recommended that an amendment to the ordinance should be considered, since developers have opted to pay the fee in lieu of providing workforce housing. She reviewed the ordinance and stated that the construction costs of workforce housing would be higher than paying the fee, which doesn't provide an incentive to developers to add workforce housing. She said that the average square foot per unit needs to be lower than 1,000. She said that the proposal for the Henry Shaw Hotel is 400 square foot units for workforce housing. Mayor Niehaus thanked Boone for her comments and requested that the presentation be made available to Council.

***Public Hearing:***

***Resolution 11-2020: A Resolution Amending the Fiscal Year 2019/2020 Budget:*** At 8:09 PM, Mayor Niehaus opened a public hearing to receive input on proposed **Resolution 11-2020**. No citizens submitted forms for the public hearing, so Mayor Niehaus asked for a motion to close. Councilmember Jones moved to close the public hearing. Councilmember Knuteson-Boyd seconded the motion. The motion passed 5-0 by a roll call vote with Councilmembers Jones, Guzman-Newton, Knuteson-Boyd, Derasary, and Duncan voting aye. Mayor Niehaus closed the public hearing at 8:10 PM.

***Old Business:***

***Update and Discussion of Hot Spot Funding and Additional Transportation Projects***

***Discussion:*** Mayor Niehaus stated that this item is in response to questions and comments that have been received regarding Hot Spot funding. She stated that the discussion will outline what's been happening, including the downtown transportation hub planning. She said that Councilmember Derasary had a question regarding the two maps for Emma Boulevard. Mayor Niehaus stated that one map has Maxine developed and one doesn't. She stated that Hot Spot

funding would not be used to develop Maxine. She said that businesses in the North Main Street area are hoping to see some form of parking available since they will be affected by the loss of parking on Main Street. She said that, for transparency, she wanted to share in a public meeting why the Council is looking at developing parking on streets instead of collaborating with any of the property owners. City Manager Linares stated that the current plan is a last resort. He said that City staff had reached out to three churches in the area attempting to enter lease agreements for the properties over a 20-year period that would allow the City to pave some of the parking lots. He said that two of the church groups said no. He stated that the City entered into negotiations with the Church of Christ for a lease agreement. The Church of Christ expressed some concerns and the City had a second round of negotiations with them. Mayor Niehaus asked who was in the meeting for clarity. City Manager Linares stated that the meeting included City Engineer Williams, Bill Jackson from the Church of Christ, and himself. He said that the City offered to gate off the area and install cameras. He stated that the agreement also included that Sunday would be solely for church use. He also added that, if there were events during the week where the church needed access, they would let the City know and the area would only be available to the church during those events. He stated that, at that point, the Church informed the City that they weren't interested in entering into an agreement. He said that the City had to figure out how to add parking to the roadway instead. He stated that the City is still open to discussion with any of the church groups. He said that Keith VanArsdol from the Community Church has reached out and the City is discussing some possibilities with them. Mayor Niehaus asked if Council had any questions. Councilmember Duncan said that he was under the impression that Mayor Niehaus was going to schedule a public hearing with all the stakeholders at the next regular Council meeting. Mayor Niehaus clarified that it would be a workshop, not a public hearing. She said that there are two levels of stakeholders for this project: the businesses that are losing on street parking directly, and the larger area group of stakeholders. She said that the conversations have been primarily with the businesses that will be most affected by the Highway 191 Widening Project. She stated that a meeting with the first level of stakeholders, City Manager Linares, and Councilmembers Duncan and Jones took place where two things were determined: that there would be a workshop and all stakeholders would be invited, and that the City would complete basic dirt work to improve parking on Maxine. City Manager Linares said the meeting took place on President's Day (February 17) and staff were instructed the following day to start the dirt work. He said that it was completed on February 20 and provided four additional parking spaces. Mayor Niehaus said that, after the workshop, she hopes to have a better idea of what to bring to Council as a final decision for the dispersed parking funds. Councilmember Jones said that he had a meeting with Keith VanArsdol, the head of maintenance for the Community Church, and City Engineer Williams on February 18. He said that the Community Church appeared supportive of the Emma Boulevard parking, since it would help them with some challenges as well. He said that the Community Church was also supportive of improvements to Maxine. He said that options were discussed besides paving, and he asked City Engineer Williams what \$50,000 could buy. City Engineer Williams stated that it would provide a chip seal over road base and striping. He said that the chip seal lasts five to seven years. Mayor Niehaus indicated that the orange areas on the map are a park strip. City Engineer Williams said that the large orange area would be a detention/retention basin with plants to help take care of drainage. Mayor Niehaus asked Council if they wanted to add anything else to this plan. City Engineer Williams said that a drinking fountain could be added. Councilmember Knuteson-Boyd asked if people were parking on Maxine after the dirt work was completed. City Manager Linares said that the area had dirt mounds and vegetation originally and that the City flattened it out. City Engineer Williams clarified the concept plan that was created for the Church of Christ property included a sidewalk to Maverik. Mayor Niehaus said that, if the church wanted to consider this plan, the City is still open to it. City Manager Linares said that the City would prefer that plan, because it provides more parking spots. He also



reiterated that the City is open to discussions with any of the groups regarding parking lots. Councilmember Guzman-Newton asked if there was an easement for the footpath from Maverik. City Manager Linares said that it's not an easement currently. Councilmember Jones asked if the parking lot could be separated from the potential easement for public use, which would be beneficial. Mayor Niehaus suggested that Council could propose an easement to the neighboring landowner, the Red Rock Partners. She said that the easement could be discussed in the workshop at the next Council meeting. Councilmember Jones stated that church leadership may appear favorable, but the congregation could decide not to pursue the option. City Manager Linares stated that was his impression when he met with the Church of Christ leadership. Mayor Niehaus said that it's important to understand that there was a design, redesign and a contract presented to the Church of Christ before they said no. City Manager Linares said that he's willing to meet with the church leadership and the congregation if that would help. Councilmember Derasary said that the community has expressed concern regarding how many meetings have occurred in smaller groups without any recordings or minutes. She said that, if there are misunderstandings from those meetings, there is no record to review what was discussed and agreed upon. She said that, going forward, the meetings should be public and recorded with minutes, which will help rectify any misunderstandings quickly. She stated that it's great that the dirt was cleared, but, once again, the City failed to communicate with businesses. She said that she received a call from a business owner who was concerned about the dirt being moved. Mayor Niehaus asked City Manager Linares to respond. He reiterated that the community met on February 17 where it was requested that the City make parking spots in that area. He stated that the verbal commitment to the community members present said that the following morning he would give City staff direction to do the dirt work and create the parking spots. He said that he met with the Streets Department at 8 AM on February 18 to start the process. He said that the Streets Department began moving dirt on February 20. City Manager Linares said that he didn't contact the businesses to tell them that the dirt would be moved on the 20<sup>th</sup>, because he had already indicated at the meeting on the 17<sup>th</sup> that the work would be completed within the week. He said that, in the future, he will contact the community to reestablish the connection as work progresses. Mayor Niehaus asked Councilmember Jones what his impression was from the meeting on the 17<sup>th</sup>. Councilmember Jones said that he wasn't clear if there was a way to delineate the parking without additional surface treatment. He said that the City does plenty of road work without consulting the Council. City Manager Linares said that, going forward, he will contact the community to provide updates as the work progresses. Councilmember Duncan said he received a call from Scott Newton when the dirt was being moved. He said that Newton was delighted to have the little bit of parking created, although it doesn't solve the main problem of an easement. He said that Newton was pleased with this gesture from the City. Mayor Niehaus asked Councilmember Derasary about the phone call that she received. Councilmember Guzman-Newton requested to move forward. She said the communication issue has been an ongoing issue since she's been on the Council. City Manager Linares said that communication will improve. Councilmember Derasary encouraged Council to cast a wide net for the workshop and include not only the churches and the businesses, but also the school and the apartments on Emma Boulevard. She said that she would watch the rest of the Council meeting and save her comments for when she's physically present, since she can't really hear what's being said. Councilmember Derasary left the meeting at 8:44 PM. City Manager Linares said that Councilmember Derasary's points are well made and he'll meet with staff in the morning to make sure that the workshop is well advertised. He said that the word will be spread on Facebook and through the email list also. He stated that the meeting on the 10th will be recorded and documented and that everyone will have access to it.

Mayor Niehaus said that the second item on this topic is the 100 South and Main Street West parking lot redevelopment. She said that she has been in conversation with Mike Stoy, who is

the managing member of the trust for his family. She said that Stoy runs the storage units that are currently on location. She said that she showed the proposal to Stoy for his consideration. Stoy informed Mayor Niehaus that, at this time, his mother is not interested in doing improvements on their property. Mayor Niehaus said that there is an easement along the South (where the parking spots are in the document) that the City could look at paving. She said that it was critical to hear from Stoy first, given where the property lines are, before talking with other property owners. She said that the parking area is on hold, but the City can pull together the other businesses to do some structured parking there. Councilmember Jones said that people are managing to park without the delineated parking spots currently. Mayor Niehaus said that if the area was leveled and paved it would provide more parking.

Mayor Niehaus said the next item is the lot between Center Street and 100 North behind the Post Office. She said that this drawing was taken from the original Hot Spot funding. She stated that it is one of the more complicated options because it includes working with the Post Office. She said that the goal for this project is to create a working group of businesses that are directly adjacent to these parking areas. She said that it's the biggest lift that would have a positive impact for off Main Street parking. She stated that the focus has been parking for the businesses North of town that are losing their Main Street parking due to the widening project. Councilmember Knuteson-Boyd requested clarification for the parking location on the right side of the drawing. City Manager Linares said that it was behind the Forest Service originally, but they've indicated that they're not interested. He said that the area in question is not being considered until renegotiations occur with the Forest Service. Councilmember Guzman-Newton said that Wells Fargo leases parking spaces to businesses. City Manager Linares said that there are many hurdles for this parking area. He said that negotiations would be needed to address the easement issues on the back side as well as addressing the spaces that are reserved for each business. He said that, until the City is directed to proceed, it's hard to know how many spaces would be reserved for the businesses. Councilmember Jones stated that it looks like the combination of the two lots will gain some efficiency. City Manager Linares stated that the area is currently a big mess regarding who has easements and doesn't have right of ways. He stated that the City doesn't even have right of ways. He said that the City receives complaints when the alleyway needs repaved, but it's not the City's alleyway.

Mayor Niehaus stated that she wanted to show this East 100 South area. She said that there has been discussion regarding parking for RV's, so she worked with the Engineering Department to come up with a concept design. She said that she has a meeting scheduled with the property owners of the Best Western since they have an easement halfway into the street. She said that she will share this design with the Rustic Inn as well. She stated that this plan mimics the existing RV parking at the Moab Information Center (MIC). She said that she has a goal for a parking app that would show people parking options regardless of the vehicle size. She said that this concept for dispersed parking could use some Hot Spot funding. She said that it wouldn't require lease agreements and it could move forward with some basic improvements that shouldn't be too costly. City Engineer Williams said that this area is part of the 100 South Green Infrastructure Project. He said that, under that project, a portion of the area would become a cul-de-sac and the City is going to add bioswales to help take care of the storm drains. He said that this provides access to the bike skills park. Mayor Niehaus asked if there could still be a cul-de-sac, restroom, and bioswales with the RV parking. City Engineer Williams said that a cul-de-sac would be important for the RV parking to work. Councilmember Jones asked if the area would be eligible for Hot Spot funding. City Engineer Williams said that he hasn't asked UDOT about this idea yet, but he believes the same argument could be made for this area as the Emma Boulevard project. He said that, if UDOT is amenable to the Emma Boulevard project, they probably would do the same for this one.

Mayor Niehaus stated that these are the dispersed parking concepts that are being pursued currently. Councilmember Duncan said that Michael Liss (among others) showed a plan involving Bob Hines' property east of the MIC's parking; he wanted to know why that property hasn't been discussed. City Engineer Williams said that he wasn't familiar with Liss' presentation. Mayor Niehaus asked if the intention was to buy Hine's property to become a parking lot. Councilmember Duncan said that was the idea, but he didn't know if it was feasible. Councilmember Guzman-Newton stated that she saw an email from Mayor Niehaus that showed \$2.6 million available for dispersed parking, and she wondered how that amount was derived. Mayor Niehaus said that she spoke with City Engineer Williams regarding the original agreement with UDOT which showed \$7.3 million for the parking structure, \$1.7 million for dispersed parking, and \$1 million for Main Street improvements. Councilmember Guzman-Newton asked about the parking structure's cost at this point. City Engineer Williams said that the current design is between \$6.8-\$7.5 million. He said that the Design Advisory Committee discussed the budget to get closer to a recommendation for Council. He said that the level of sustainability and architectural aesthetics might require more funding. Councilmember Guzman-Newton said that Desert Investments has an easement for 32 parking spaces. City Engineer Williams clarified that Utah Desert Investments has a parking credit for 32 parking spaces. Councilmember Guzman-Newton stated that 250 spaces isn't correct, since 32 are already spoken for. City Manager Linares said that, when the business develops their area, they can count 32 spaces towards their design plan. He said that, if they are required to have 60 spaces, they would get credit for the 32 spaces donated to the City, and they would only be required to provide 28 spaces on site.

Mayor Niehaus asked if Council wanted to continue discussing this agenda item or move forward to 10.1. Councilmember Jones said that time limits for Main Street parking also applies to this topic. He stated that day-long parking occurs on Main Street, which doesn't support commerce. He said that the time limit would encourage people to find parking off Main Street for all day parking. Mayor Niehaus asked if the Police Department has the capacity to commit one officer to traffic on Main Street. City Manager Linares said that, as the Police Department has become fully staffed, the time limit is something that could be considered. Mayor Niehaus asked if any Councilmembers were opposed to this idea. Councilmember Knuteson-Boyd said no because it's the beginning of a solution. Councilmember Jones added that, given the interest that parking garners in this community, it's important to make sure that all interested parties are apprised of what's being considered prior to action being taken. Mayor Niehaus said that would encompass all Main Street. Councilmember Jones said that the City has been called upon to be more transparent. Councilmember Knuteson-Boyd suggested rolling out the time limit a block at a time to give businesses a heads up. Mayor Niehaus said that this sounds productive. Councilmember Knuteson-Boyd suggested moving on and that there would be further discussion needed on some of these projects because they involve private property owners. Mayor Niehaus said that she's discussed with City Manager Linares having the Planning Department head those organized group meetings and work with the Engineering Department as well. She stated that the Planning Department will develop the work groups, do the outreach, call the meetings and take minutes. City Manager Linares said that the meetings can be recorded as well.

***New Business:***

***Cancelling Design and Construction of the Downtown Parking Structure***

***Discussion:*** Councilmember Duncan said that this topic will be voted on after a public hearing at the next council meeting. He said that the goal for tonight was to get the topic on the floor for public debate in the next two weeks. He suggested foregoing further discussion tonight and

having a full discussion at the next Council meeting. Councilmember Knuteson-Boyd said that's a good idea. Councilmember Duncan stated that the re-wording of the resolution won't change the content or intent; however, it will make the resolution more airtight legally. Councilmember Guzman-Newton agreed to save the conversation for the next Council meeting. Mayor Niehaus proposed that Councilmember Duncan work with City Manager Linares and Assistant City Manager Castle to make sure that the resolution is ready for the public hearing. City Manager Linares said that he will set up a meeting with Councilmembers Duncan and Guzman-Newton.

***Ordinance 2020-03: An Ordinance Amending the City of Moab Municipal Code Section 17.69.050(E) to Allow the City Council to Consider Smaller Unit Sizes for Workforce Housing Units that are Built On Site at the Time of Project Construction***

**Discussion:** City Manager Linares stated that one citizen commented on this topic during Citizens to be Heard. He said that a statement will be drafted for Mayor Niehaus to read at the beginning of Council meetings to clarify the process regarding Citizens to be Heard, agenda items, and public hearings. He said that the statement will be available for the next Council meeting. City Planner Shepard said that this amendment has been discussed by the Planning Commission for a couple months. She provided background on the original ordinance regarding workforce housing. She said that most of the projects have opted to pay a fee in lieu of providing workforce housing because it appears to be the cheaper option. She said that the City must approve if we enter a LURA (Land Use Restrictive Agreement). She stated that Planning Commission was approached regarding the average square feet being reduced from 1,000 to not less than 400 square feet and allowing a studio configuration. She said that some members of the Planning Commission supported this idea, while others were concerned that developers would have to build twice as many units to fulfill the total square footage obligation. She said that the amendment language is proposed as a compromise from the Planning Commission. Councilmember Knuteson-Boyd asked if each hotel owner will be required to negotiate with the City based on what they think their employees will require. City Planner Shepard said that the option of a studio has been added as well as the option for City Council to negotiate the unit size at its discretion. Councilmember Knuteson-Boyd asked if the employee housing could be on site or off site, and City Planner Shepard said yes. Councilmember Jones said that he's focused on the total square footage because that's the definition of the exaction for built units. Councilmember Duncan said that, under the proposed language, the developer will present to Council. He asked what happens next if Council doesn't approve the proposal. City Planner Shepard said that it's the same principle as a LURA; if the terms aren't acceptable, they can be changed. Mayor Niehaus stated that she is encouraged by the developers developing housing themselves. She said that every unit that is built by the developer is a unit that the City doesn't have to worry about. She stated that developers will be inclined to build units because they become the developer's asset and will appreciate over time. She expressed concern regarding the idea of an employer hanging housing over the heads of their employees. She said that she appreciates the Planning Commission's deliberation. She expressed concern that this will create some ambiguity and it's important for developers to have clear rules. Councilmember Guzman-Newton asked for clarification that the scope of the square footage is not changing. City Manager Linares said that it would be up to Council to decide the total area of square feet for each unit, not the number of units required to be built. Mayor Niehaus said that every developer is going to address the Council and it will be a hard thing to make those decisions. City Planner Shepard said that this is not necessarily a planning issue because it's more of a negotiation issue about the commitment to build affordable housing. She said that Council could decide that smaller units should be allowed if they're built on site at the time of construction and targeted towards employees. She stated that it could be codified that the square footage could go down to 500 square feet, or whatever amount is decided. City Manager Linares said that this amendment

would change the minimum to 400 square feet in this section of the code only because there are two rules conflicting each other and the newest rule would be applied. Mayor Niehaus said that, if Council allowed additional units instead of changing the square footage, it could permit more studios instead of ten larger units. Councilmember Duncan said that developers won't do that. Councilmember Knuteson-Boyd said that we're asking developers to provide a mix of housing. Mayor Niehaus asked what Planning Commission had decided for their recommendation. City Planner Shepard stated that the Planning Commission was split in its decision. Councilmember Duncan said it's clearly less expensive to build ten larger units instead of twenty smaller units. Councilmember Jones stated that WAHOO already has an independent feasibility analysis that places responsibility on the staff instead of Council, which he prefers. He also said that the amendment needs adjusted to create an objective standard that will incentivize developers to build the units instead of paying the fee in lieu. He suggested that the number of units be separated from the square footage so there is less confusion. He said that the word "average" in average square feet needs removed so studios can be built to provide flexibility.

**Motion:** Councilmember Duncan moved to table and remand the amendment to City Planner Shepard and Councilmember Jones for further revision. Councilmember Knuteson-Boyd seconded the motion.

**Vote:** Motion passed 4-0 with Councilmembers Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye.

### ***Approval of Change Orders for and Briefing on Mill Creek Drive West Extension Project Construction***

**Discussion:** City Engineer Williams stated that this is the Aggie Boulevard project which was funded by a CIB loan, a CIB grant, and contributions from the City, Grand County, and SITLA. He said that Harrison Oilfield Services was the contractor for this project. He stated that a spring was discovered right in the middle of the road, which required excavation, a bridge, and a French drain system. He said that Grand Water and Sewer Service Agency was bringing their new sewer line up the West side of Highway 191 after the road work began on Aggie Boulevard. He stated that the decision was made to put in the connector pipe so GWSSA wouldn't have to tear up the road a year later. He said that the change orders were necessary for this project. He also said that it's important to remember that change orders can include deductions, which some of these change orders have. He stated that Civil Science Engineering provided construction management on this project and, since the project took longer than anticipated and our construction inspector was busy, the City had to supplement with a field inspector from Civil Science Engineering. He said that even with the change orders to both businesses, the project comes in under budget by \$443,280.33. Councilmember Duncan asked if change orders can be created when the labor hours go beyond a contracted amount. City Engineer Williams said no, because change orders are for addressing changed conditions from the original plans and specifications that are necessary for the project.

**Motion:** Councilmember Knuteson-Boyd moved to approve the change orders for the Mill Creek Drive West Extension Project Construction for Harrison Oilfield Services Incorporated in the amount of \$143,782.23 and Civil Science Incorporated in the amount of \$33,900.00. Councilmember Jones seconded the motion.

**Discussion:** Mayor Niehaus asked about the money left over from the contract. City Engineer Williams stated that the City fronted the design contract cost of about \$150,000.00. He said that cost will be subtracted from the remaining budget for the project to reimburse the City from the joint pool of funds. He said that the remaining funds, approximately \$290,000.00, will be distributed proportionately to the City, Grand County, and SITLA. Councilmember Guzman-Newton asked about the change order for Civil Science and how the total was arrived at. City Engineer Williams said that there were design changes as well as having the field inspector from Civil Science.

**Vote:** The motion passed 4-0 with Councilmembers Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye.

***Annexation Petition from Sponsor Paul W. Jones for Lions Back Holdings, LLC, for 3.12 Acres located at Approximately 938 and 940 South Main***

**Discussion:** City Manager Linares said that this is the petition acceptance by the Council. He said that the process starts by accepting the petition. He said that the petition will be certified, which will lead to public hearings, and then the actual petition to annex will be voted on.

**Motion:** Councilmember Guzman-Newton moved to accept the Annexation Petition from Sponsor Paul W. Jones for Lions Back Holdings, LLC, for 3.12 Acres located at Approximately 938 and 940 South Main to proceed with the certification process. Councilmember Jones seconded the motion.

**Vote:** The motion passed 4-0 with Councilmembers Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye.

***Approval of Bills Against the City of Moab***

**Motion and Discussion:** Councilmember Knuteson-Boyd moved to approve the bills in the amount of \$443,187.22. Councilmember Guzman-Newton seconded the motion. Mayor Niehaus said that she was encouraged by the City's efforts to buy locally. She thanked Councilmember Knuteson-Boyd for reviewing the bills. Councilmember Knuteson-Boyd said that there are things that could be bought locally, but it is getting better. City Manager Linares requested clarification for what could have been purchased locally. Councilmember Knuteson-Boyd said that office supplies could be purchased locally.

**Vote:** The motion passed 4-0 with Councilmembers Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye.

**Adjournment:** Councilmember Jones moved to adjourn the meeting. Councilmember Duncan seconded the motion. The motion carried 4-0 with Councilmembers Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye. Mayor Niehaus adjourned the meeting at 9:56 PM.

APPROVED: \_\_\_\_\_  
Emily S. Niehaus, Mayor

ATTEST: \_\_\_\_\_  
Sommar Johnson, City Recorder

**MOAB CITY COUNCIL MINUTES  
REGULAR MEETING  
MARCH 10, 2020**

**Regular Meeting & Attendance:** The Moab City Council held its Regular Meeting on the above date in the Council Chambers at the Moab City Center, located at 217 East Center Street, Moab, Utah. A recording of the meeting is archived at <http://www.utah.gov/pmn/index.html>.

**Pre-Council Workshop:** Mayor Emily Niehaus called the Workshop to order at 5:00 PM. In attendance were Councilmembers Rani Derasary, Mike Duncan, Tawny Knuteson-Boyd, and Kalen Jones. Councilmember Karen Guzman-Newton was absent. City staff in attendance were City Manager Joel Linares, Assistant City Manager Carly Castle, City Attorney Laurie Simonson, City Engineer Chuck Williams, City Recorder Sommar Johnson, and Deputy Recorder Joey Allred. Approximately 35 members of the public and media were present.

The Workshop began with a briefing by Mayor Niehaus regarding the City's commitment to creating parking opportunities for North Main Street businesses. She stated that plans were emailed to businesses and the school for consideration. She also stated that this workshop is to facilitate community feedback on the options. Mayor Niehaus asked City Engineer Williams to put the map of the area in question on the screen for everyone to see. Mayor Niehaus provided background information regarding the Highway 191 Widening Project that eliminates parking from 400 North going northbound on Main Street/Highway 191, which impacts businesses in that area. Mayor Niehaus stated that there would be a Hawk crossing light across Highway 191 down Emma Boulevard and 100 North. City Engineer Williams projected a map and described the one-way street, Minnie Lee, that would connect Highway 191 to Maxine or Emma Boulevard. One comment was made that the inlet in the parking area would create more traffic on Mi Vida, which leads past the elementary school; it would be better to remove the inlet and add more parking. Mayor Niehaus clarified that Maxine is a through street in this proposal, not a dead end. Members of the school board stated that they are against Maxine as a through street, because it puts traffic at the elementary school's pick up/drop off zone. A representative from the Community Church is opposed to Maxine becoming a dead-end street because it prevents churchgoers and preschoolers from accessing the building. Mayor Niehaus stated that, if the City didn't partner with private property owners, the dispersed parking would have to come from city streets alone. It was asked if Maxine could become a one-way street heading east, so traffic wouldn't go past the elementary school from the highway. It was suggested that parking could go down both sides of Maxine if it becomes a one-way street. Councilmember Derasary encouraged the public to make suggestions, since this is the first time that everyone has been in one room to discuss the parking concerns. Another suggestion was made to switch the bus area and the parent pick up/drop off zone locations at the elementary school. Ryan Anderson with UDOT stated that the bike path is part of the Highway 191 Widening Project, but the vehicular access is not; it would need to be change ordered into the project. Another suggestion was to straighten out 400 North and use the extra land for parking closer to the businesses. A suggestion was made to add shared parking and a pedestrian easement to the south end of Prospector Village to benefit multiple businesses. A suggestion was made to change the direction of the parking spots in the proposed plan. Mayor Niehaus asked if anyone was opposed to having a one-way street from Minnie Lee down Maxine to the proposed parking areas. Councilmember Derasary asked the public if they preferred the one-way street access to the dispersed parking area, or if the UDOT funds should be saved for parking at a different location. Councilmember Duncan said that he's hearing that people are concerned about access to Main Street from the parking area.

**Regular Meeting Called to Order:** Mayor Niehaus called the Regular City Council Meeting to order at 7:00 PM and led the Pledge of Allegiance. In attendance were Councilmembers Rani Derasary, Mike Duncan, Tawny Knuteson-Boyd, Karen Guzman-Newton, and Kalen Jones. City staff in attendance were City Manager Joel Linares, Assistant City Manager Carly Castle, City Attorney Laurie Simonson, City Engineer Chuck Williams, City Recorder Sommar Johnson, and Deputy Recorder Joey Allred.

**Approval of Minutes:** Councilmember Derasary moved to approve the minutes of the February 11, 2020 meeting. Councilmember Duncan seconded the motion. The motion passed 5-0 aye with Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton and Jones voting aye.

**Mayor and Council Reports:**

Mayor Niehaus reported attending two water quality board meetings, one regarding finance and one regular meeting. She stated that she also welcomed the Utah Planners to their Moab event for diversifying our economy. She attended a Southeastern Utah Association of Local Governments Board Meeting, and a City Strategic Planning Meeting (which all councilmembers attended). She celebrated with the Students of the Month. She also attended lots of Coronavirus meetings.

Councilmember Derasary attended two webcast meetings for the Utah League of Cities and Towns. She went to Washington D.C. with the Moab Tailings Pile Steering Committee to lobby for more money to move the pile. While in Washington D.C., she attended 18 meetings, including one with the Department of Energy. She stated that Representative Curtis is heading to Moab in April, and Senator Romney is planning to visit in August.

Councilmember Duncan thanked the City staff for presenting the Strategic Planning meeting on March 6. He stated that it was very organized and helped Council to prepare for budget talks.

Councilmember Knuteson-Boyd also thanked City staff for the Strategic Planning meeting. She said that her meetings to report would happen in the following week.

Councilmember Guzman-Newton reported attending the APA (American Planning Association) Conference, an airport board meeting, the Chamber of Commerce retreat, and an early Head Start grant meeting. She asked City Manager Linares if either Building Inspector Barry Ellison or himself could visit possible locations for the early Head Start program. Councilmember Guzman-Newton stated that she attended the Grand County Council meeting last week, where they discussed formalizing the ad hoc Transit Committee.

Councilmember Jones reported attending the APA (American Planning Association) Conference, where he learned about USU's Utah Wellbeing Program. He also attended a session at the APA Conference called Small Town, Big Politics. He stated that he attended a Housing Task Force meeting. He is working on modifications to the Assured Housing Ordinance, but it's not finished. He attended a Travel Council meeting, where they discussed how to keep special events safe as the Coronavirus is spreading.

**Administrative Report:**

Grand County Council Administrator Chris Baird and Southeastern Utah Health Department Environmental Director Orion Rogers were invited to speak regarding Coronavirus. Grand County Council Administrator Baird read a press release that he gave to the media today, where the County declared a local state of emergency due to the spread of Coronavirus. This allows the



County to apply for and receive state and federal aid. The County will place a temporary restriction on mass gatherings of over 250 people outdoors or 100 people indoors to prevent the spread of Coronavirus. The Grand County Council will have an emergency meeting on March 11 at 9 AM to discuss the state of emergency. Environmental Health Director Rogers read a letter from the Southeast Utah Health Department supporting Grand County's actions regarding Coronavirus. Councilmember Duncan asked Environmental Health Director Rogers how to tell if someone has Coronavirus (Covid-19). Grand County Council Administrator Baird stated that the Moab Regional Hospital created a flow chart for symptoms and people should call first if they believe they are infected. He said that hospitals have locked down and are only allowing certain people to enter their facilities. Mayor Niehaus asked for information about points of contact if citizens have questions. Grand County Council Administrator Baird said that the first point of contact would be the Southeastern Utah Health Department. City Manager Linares mentioned the website <https://coronavirus.utah.gov/> as a resource. Environmental Health Director Rogers said that the Southeastern Utah Health Department's website is another resource: <https://www.seuhealth.com/>. Grand County Council Administrator Baird stated that the situation may change from day to day, and the County will communicate those changes the best that they can. He said that the County and Health Department want to slow the spread of the virus so that the healthcare system doesn't get overwhelmed. Councilmember Derasary asked for confirmation about special events that have been cancelled due to Coronavirus. City Manager Linares said that two special events were cancelled by the event organizers: Skinny Tire Festival and Half Marathon. Grand County Council Administrator Baird stated that the best way to slow the spread of the virus is through social distancing.

City Manager Linares stated that the City had several meetings regarding Coronavirus with the County, School District, and many others. City staff have been looking at essential employees and how to keep things running if containment occurs. The City intends to declare a local state of emergency to access funding and supplies in relation to Coronavirus. City Manager Linares thanked Mayor Niehaus and Grand County Council Chair McGann for attending the Coronavirus meetings. He also stated that things will change as Coronavirus spreads, and the City will adapt as needed.

***Citizens to be Heard:***

Jessica O'Leary thanked Council for their support in the Equal Rights movement. She stated that the movement has become stuck in the legislature and will not be voted on. She stated that she doesn't support the parking structure; however, she would support a transit system.

Brendon Cameron expressed concern about the cancelled special events for the upcoming weekend. He said that it's 2,500 people that could've come to Moab and boosted the economy. He also stated that, at City Market, there's \$4,000 in excess inventory in the back room because the events were cancelled. He said that the event organizers had informed him that they were pressured to cancel the events in order to be able to have events in the future. He stated that he was very disappointed in the decision since Coronavirus hasn't reached Moab yet.

Mike Bynum stated that he was an advocate for the parking structure being located at the ball field on East Center Street. He said that he was informed that the City said no to that suggestion, so the location changed to either behind the tourist center or at the City parking lot. He said that he would still prefer the parking structure to take place at the ball field, and have the City create a state-of-the-art recreation facility. He pointed out that the downtown parking study listed some challenges. He also said that dispersed parking and a downtown parking structure do not have to be mutually exclusive.

Justin Ricks, organizer for Mad Moose Events, stated that he still has not received a definitive answer from Grand County on whether he could hold his event. He stated that he has spent thousands of dollars and many hours trying to accommodate the County's requirements. He said that he was informed by the County that, if his event brought Coronavirus to Moab, then he would be held accountable for it. He stated that he felt threatened and without support, so he decided to provide as much notice as possible to the registered participants that the event was cancelled.

**Public Hearing:**

**Resolution 15-2020: A Resolution Directing the Termination of Agreements Related to the Downtown Parking Structure Project and Directing Coordination with Grand County to Pursue Different Projects for Hotspot Funding:** At 7:48 PM, Mayor Niehaus opened a public hearing to receive input on proposed **Resolution 15-2020**. Councilmember Duncan referenced a conversation with Councilmember Guzman-Newton regarding the best use of the Hotspot funds. He stated that he would like to see dispersed parking which could accommodate larger vehicles and a transit system. He provided background regarding why Council decided to use most of the Hotspot funds for a downtown parking structure. He showed a slide show presentation regarding Resolution 15-2020. He stated that Moab needs to decide what it wants to look like in the future. He said that the City has six months to create concepts and an operating plan. Citizens speaking about the proposed resolution were:

Wes Shannon, owner of the Love Muffin Café and La Sal House, expressed appreciation for the Council's reconsideration of the Downtown Parking Structure. He stated that a new group named Downtown Main Street Alliance sent an email to Council prior to the meeting. He said that the Downtown Main Street Alliance wants to offer their collective voice to Council regarding downtown Main Street developments. He stated that he is the President of this group and Ryan Bird is the Vice President. He said that the Downtown Main Street Alliance is opposed to the Downtown Parking Structure. He said that the Downtown Main Street Alliance supports more safety for pedestrians on Main Street, and more parking (both on Main Street and dispersed parking). He said that they also support having a bypass and a shuttle system.

Ryan Bird stated that he is the Vice President of the Downtown Main Street Alliance as well as the owner of two businesses. He said that the proposed parking garage will not solve the parking issues for Moab, and it doesn't have the support of Moab business owners and residents. He stated that dispersed parking is supported by the Downtown Main Street Alliance. He said that the Downtown Main Street Alliance is against purchasing land that needs paved in order to provide parking. He stated that land should be preserved for housing or other economic developments. He also stated that the parking outside City Hall is a great example of dispersed parking. He encouraged Council to terminate the parking structure and have a fresh conversation about parking.

Greg Westfall stated that he is a Moab resident. He said that terminating the agreement with UDOT would be a grave mistake, because the City could lose the ten million dollars, and it could be awarded to another project in the state. He encouraged Council to review the resolution sponsored by Councilmember Jones that doesn't require termination of the contract. He stated that six months is not nearly enough time to come up with a different direction for the Hotspot funds. He also requested that resolutions be phrased factually instead of subjectively.

Matt Hancock stated concerns about transparency regarding the decisions behind the Downtown Parking Structure. He said that he has made several GRAMA requests to try and

understand how the decision was made, but he hasn't found any clear information yet. He stated that the City is not good at record-keeping. He said that his GRAMA request for the budget and operating expenses for the parking structure was denied. He also stated that very few private individuals participated in the Arches Hotspot Funding Committee. A UDOT document shows that 15 people attended the first meeting of the committee on November 13, 2017: the facility consultant, the chair of the Moab Area Travel Council, four UDOT representatives, four City staff members, four County staff members, and Mike Bynum. He said that Mr. Bynum has spoken publicly in favor of the parking structure over the past few weeks. Hancock stated that he went to the Executive Director of the Utah Political Subdivisions Ethics Committee. He was advised by the Executive Director that, if the purchase of land from Mike Bynum for the parking structure were to proceed as planned, the Utah Political Subdivisions Ethics Committee would investigate. Hancock expressed disappointment with the City's lack of transparency and proper process. He thanked Councilmember Derasary for the information she provided in the City Council packet.

Shalee Bryant, member of the Board of Directors for the Chamber of Commerce, stated that a poll was done by the Chamber of Commerce, and 62% of people polled are currently in favor of the parking structure. She said that the main reasons for support of the project are that Moab should be proactively looking towards the future and that the current amount of parking is insufficient. She said that the poll also showed that people believe the underutilized parking area is due to a lack of visibility. She stated that the poll showed that the parking study didn't plan for Moab's continued growth and the need for more parking. She said that the poll also showed that centralized parking will grow the commercial corridor for the future. She also said that the poll showed that parking on private lots can and will be developed, which will cause no parking to be available in the future. She said that the poll showed that parking is already difficult to find during the peak season in Moab and that people are concerned that money has already been spent toward the parking structure through the agreement with UDOT. She said that people expressed concern that, if the contract is turned down, the City may not receive more funding in the future. She stated that others expressed in the poll that they want to see more parking for oversized vehicles and that they are in favor of a transit system. She stated that some people expressed opposition to the parking structure, but it was a small percentage. She said that the people who are opposed to the parking structure expressed concern about the necessity and expense of the project, since the parking study showed that the current parking lot is not fully utilized during peak season. She said that the poll showed that people are concerned that the parking structure will take all the Hotspot Funds, which means there won't be any other parking developed. She said that another concern in the poll was that the parking structure currently is not projected to provide the initial 320 parking spots. She stated that the cost of maintenance is another concern which was mentioned in the poll. She said that people request a study of alternatives to provide more dispersed parking that will be less expensive while providing more parking spots. Councilmember Guzman-Newton asked how many people responded to the poll. Bryant replied that twenty-four people had responded.

Doug Sorenson stated that he is a member of the Chamber of Commerce, and he didn't receive any information about the poll. He stated that he is opposed to the parking structure. He said that he believes the transit system will work for Moab. He stated that he is from Park City, and it feels like he is going through the same situation fifteen years later. He said that he owns a business on the North end of Main Street, and he's asked his customers for a couple years if they would like a bus system in Moab. He said that about 40% of his customers would love it. He said that another focus for his customers is bike paths. He stated that his customers would love to be able to ride from Highway 191 into Moab, but it's just not safe right now. He feels that the

parking structure will become a skate park for kids in the winter. He said spending that amount of money on a parking structure doesn't make sense.

Kaki Hunter said that she is in favor of dispersed parking, large parking lots for oversized vehicles, and the shuttle system. She said that she wants to see a public transportation system for the locals throughout the valley. She said that we have a lot of developments in the valley right now, and it would be great to have transportation into town. She said that she would like to see more paths for bicycles and e-bikes. She requested that Council look at the greening of streets in areas like Seattle and Portland. She said that Tucson is mitigating flood drainage with berms and swales to replenish their aquifer. She said that what she would do with \$10 million dollars is blow up the bridges into Moab, tear up the streets, and grow food everywhere; this would solve the Coronavirus pandemic while creating a community that didn't have to worry about vehicles anymore.

Judy Powers said that she wanted to emphasize that the City has not started building the parking structure, and that's where the major money is. She is okay with losing some money on stopping the project. She said that she agrees with Councilmember Duncan's presentation. She stated that she has used shuttles in Alaska and while skiing, and they are great. She said that there are two low-income developments going in South of town, and she'd like people to have transportation into town. She stated that, if we can encourage people not to use their cars coming into town, it would be awesome. She said that she doesn't want the parking structure because it will encourage more cars to come into town. She stated that she wants to look at other options.

Erin Bird, co-owner of Moab Garage Company and Doughbird, stated that she wanted to bring up things that maybe haven't been thought about. She mentioned the mass exodus that happens every Sunday as people leave Moab, which is bonkers. She stated that if the parking structure was used anywhere near capacity, then the mass exodus would become a problem for cars leaving the structure. She mentioned that the meeting two weeks ago had a revenue plan where the City Engineer said that between 50-60 cars per day, at \$5 per car, were needed to park in the structure in order to pay for maintenance costs. She said that she can't see people paying \$5 a day for parking. She also said that she understands that Council has already gone through hoops to get this money for Moab. She stated that she wants to see the money allocated in a way that benefits the community now and in the future. She said that, maybe in the future ten years from now, a parking structure could be needed; but that is step five and she wants to start at step one.

Rubén Villalpando-Salas, a member of the Planning Commission, stated he's spoken to a lot of Councilmembers and Planning Commission members about the plan/vision for Moab, and nobody has one. He stated that he has also asked family members what they would do with \$10 million dollars, and they say a transit system and a bike path to Ken's Lake. He stated that he feels like there isn't enough transparency with the citizens on what we're doing and how we should do it. He said that he spoke with a guy from Layton where they split up into districts and have all their business owners come together to talk about development. He said that he doesn't know why we haven't done that before.

Dottie Bird stated that a transit system is a wonderful thing. She states that, on her way home from work, she sees kids walking to Spanish Valley after a long day of work. She said that it's criminal how these kids must walk 15 miles after working double shifts. She said that she would love a transit system, and that she'll drive. She stated that, as far as the parking structure goes, she loves that Council is trying to take care of us, but she prefers parking on Main Street the way

it is. She said that the real estate is too valuable to be used for parking. She said that she would like to have a walking area or a biking area behind the stores between the blocks.

Amy Weiser stated that, if Council decides the parking structure is not the way to go, then they should look at Councilmember Jones' resolution. She said that Council should look at Councilmember Jones' Resolution 17-2020 before they look at Resolution 15-2020. She states that Resolution 17-2020 is thorough and has ideas for a cost-sharing agreement with the County. She said that she strongly encourages Council to look at this resolution since we have a six-month deadline.

Councilmember Knuteson-Boyd moved to close the public hearing. Councilmember Jones seconded the motion. The motion carried 5-0 aye with Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye. Mayor Niehaus closed the public hearing at 8:37 PM.

**Old Business:**

**Resolution 15-2020: A Resolution Directing the Termination of Agreements Related to the Downtown Parking Structure Project and Directing Coordination with Grand County to Pursue Different Projects for Hotspot Funding— Tabled**

**Discussion:** Mayor Niehaus stated that Resolution 15-2020 and 17-2020 are listed in the order that they were received. She asked if Council would prefer to discuss both resolutions at the same time, since they are related. Councilmember Derasary said that she had spoken to City Attorney Simonson and was under the impression that the resolutions had to be addressed in order. City Attorney Simonson clarified that Council could take a vote to change the order of which resolution is addressed first. She clarified that both resolutions could be discussed simultaneously, but they would need to be voted on separately. Mayor Niehaus said that she is fine with discussing Resolution 17-2020 with Resolution 15-2020, but she wanted Council's approval to do so. Councilmember Knuteson-Boyd said that, because the resolutions are related, she believes Council will have a hard time discussing one at a time. Councilmember Duncan said that Resolution 15-2020 is not worded exactly as it was intended. He said that they want to say "renegotiation" of the UDOT agreement, instead of using the word "termination".

Councilmember Derasary asked for confirmation that the word "termination" was being changed to "renegotiation". Councilmember Guzman-Newton said that she wants the resolution to have line two say "to direct staff to work with UDOT to repurpose the Hotspot Funding to be used for the highest and best use of the funding criteria, and to be more in line with what UDOT has already stated in their letters that we have received from UDOT officials and Chair Naghi Zeenati." City Attorney Simonson recommended that, if there is a motion, Council will clarify the resolution. Councilmember Guzman-Newton provided background for how the decision was made to fund the parking structure. She stated that we need to look at safe streets and providing transportation options. She suggested that Council go back to the list of projects provided by the Hotspot Committee with the County Council. She stated that this project was initially a joint project with the County. She also stated that we need to get community buy-in for the projects that are selected. She stated that a task force needs to be created, and it should include the new Downtown Main Street Alliance, the Chamber of Commerce, the Travel Council, and the Transit Committee. Councilmember Guzman-Newton said that she spoke with UDOT Region 4 Deputy Director Monte Aldridge and UDOT Region Planning Manager Jeff Sanders who have resources to help us. Councilmember Guzman-Newton showed a list of parking ideas provided by UDOT. Councilmember Derasary asked if there were any parts of Resolution 17-2020 that would be integrated into Resolution 15-2020. Councilmember Guzman-Newton said that the transparency in Resolution 17-2020 was good, and she wants to make sure that the public can join in during future meetings. Councilmember Jones stated that he agrees with what has been

said. He stated that he was a member of the original Hotspot Committee that looked at many different projects. He said that his resolution (Resolution 17-2020) was proposed because he felt that this resolution (Resolution 15-2020) didn't address transparency adequately. He also said that the Arches Hotspot Region Coordinating Committee couldn't have more than two members of City Council, because more than that would create a quorum. He said that the County Council could have more than two members before they reached a quorum, which would be inequitable. Councilmember Guzman-Newton clarified that the resolution states two members from each council would be on the committee. Councilmember Jones said that the committee doesn't address the issue of community involvement. Councilmember Knuteson-Boyd said that she agreed with Councilmember Jones that the thought process has evolved regarding parking projects. She said that everything has not been reported in an accurate, factual, and detailed manner. She stated that Resolution 17-2020 provides the history behind the funding and broader solutions for the project. She also stated that there has not been any formal research presented to the City Council regarding a transit system. Councilmember Knuteson-Boyd said that a transit system needs to have researched ADA compliance, be reliable, and have specific locations for the busses to stop at. She also said that bus barns are not aesthetically pleasing structures, but the busses must be parked somewhere when not in use. She said that the busses will need someone to repair them. She stated that she supports Resolution 17-2020 because it is more factual and lays out a better path for going forward. Councilmember Duncan said that he had another amendment to Resolution 15-2020, in paragraph 4: "with council members from each governing body to include the additional tie-breaking vote of a single representative of UDOT." City Manager Linares suggested that the tie-breaking vote be another representative from the City, even if it creates a quorum, so that the City bears most of the responsibility. Councilmember Derasary wanted to know what happens if the County is not interested in being part of the committee. She stated that she would like to amend Resolution 15-2020 to include transparency and record-keeping. Councilmember Jones stated that Resolution 17-2020 already has that language in it. City Attorney Simonson suggested that parts of Resolution 17-2020 could be added to Resolution 15-2020. Councilmember Knuteson-Boyd asked if the Resolutions could be tabled until they are combined into one resolution. Mayor Niehaus stated that the critical question is whether to close the door on the Downtown Parking Structure. Councilmember Guzman-Newton said that, since we only have until September 1<sup>st</sup>, there needs to be a decision tonight. Councilmember Derasary asked City Attorney Simonson and City Manager Linares what the differences are between the two resolutions after the amendments are made to Resolution 15-2020. City Attorney Simonson stated that there are two contracts that would need to be addressed in order to stop funding on the Downtown Parking Structure: UDOT and Kimley-Horn. City Manager Linares said that he issued a stop work order to Kimley-Horn three weeks ago. Mayor Niehaus asked what the outstanding bill amount is for Kimley-Horn; City Manager Linares said that it's about \$299,000. Councilmember Jones clarified that part five of Resolution 17-2020 does not state that the parking structure work will resume after May 10.

**Motion:** Councilmember Duncan moved to adopt Resolution 15-2020: A Resolution Directing the Termination of Agreements Related to the Downtown Parking Structure Project and Directing Coordination with Grand County to Pursue Different Projects for Hotspot Funding with the following modifications to the tenants of what is actually resolved by City Council. He said that item two will now say "City Council directs the City Manager to renegotiate the Cooperative Agreement with UDOT, dated 22 July 2019, in a way that minimizes legal and financial risk to the City." He said that item 4 will now include the sentence, "The 'Arches Hotspot Region Coordinating Committee,' shall conform to the Open Public Meetings Act." He said that Item five will be deleted to leave membership open to the public. Councilmember Guzman-Newton seconded the motion. Councilmember Duncan added another amendment to item three: "When the renegotiation of the Cooperative Agreement is executed, the City Council

directs the City Manager to terminate the City's consulting services agreement with Kimley-Horn dated 24 October 2019." Councilmember Guzman-Newton seconded the additional amendment.

**Vote:** The amendments to Resolution 15-2020 passed 3-2 with Councilmembers Duncan, Guzman-Newton, and Derasary voting aye. Councilmembers Jones and Knuteson-Boyd were opposed.

**Discussion:** Councilmember Derasary asked if part four needs language changed to include all the different groups that would be incorporated. Councilmember Guzman-Newton stated that City Attorney Simonson had suggested the formation of a sub-committee. City Attorney Simonson clarified that it would be a task force with a particular purpose and a set timeline. Councilmember Guzman-Newton stated that the committee would be County and City Councilmembers, but the task force would include the public and cover a broad range of options. Councilmember Jones stated that the language in Resolution 17-2020 attempts to address the committee questions. He also expressed concern about a sentence at the end of part four in Resolution 15-2020 which reads, "The Committee will serve as the point contact with UDOT for purposes of the Hotspot Funding Program and any subsequent applications for future project funding." Councilmember Jones said that the point of contact should be City staff, not the County and City Councilmembers on the committee. Councilmember Duncan proposed an amendment that states, "The Committee will serve as the primary but not exclusive contact with UDOT for purposes of the Hotspot Funding Program and any subsequent applications for future project funding." Councilmember Jones said that it doesn't sound any different from the original sentence. Mayor Niehaus requested that the resolution include payment to Kimley-Horn from the Hotspot funding for the work they have completed in the amount of \$299,000. Councilmember Jones said that the committee or task force should be used for the Hotspot Funding solution only. Mayor Niehaus suggested that the council reconvene the following day with a final amended resolution before they have a motion. Councilmember Guzman-Newton asked if that was permitted. City Manager Linares said it is possible to issue a directive to City staff while the resolution is being refined. Councilmember Guzman-Newton stated that she didn't want to wait, and that the resolution was almost complete now. City Assistant Manager Castle brought the document on the screen with the amended sections so Council could continue their discussion. City Manager Linares stated that Councilmember Duncan could withdraw his motion while Council edits the resolution. Councilmember Duncan withdrew his motion. Councilmember Derasary requested that both resolutions be projected on the screen while the edits take place. Mayor Niehaus stated that Council would take a two-minute restroom break while the resolutions were put on the screen. Mayor Niehaus said that the beginning of both documents is very different. Councilmember Duncan suggested tabling Resolution 17-2020 because it's being discussed already. Councilmember Guzman-Newton said that she has scheduling conflicts and could not meet later during the week to complete the resolution edits. Councilmember Knuteson-Boyd inquired if Councilmember Guzman-Newton could meet remotely later this week, instead of in person. Councilmember Guzman-Newton agreed that was possible. Mayor Niehaus said that Council can direct staff to blend the resolutions to match the Council's intent. She asked Council if they preferred the language in the "whereas" section of Resolution 15-2020 or Resolution 17-2020. Councilmembers Duncan and Guzman-Newton stated that they preferred Resolution 15-2020's language. Councilmember Knuteson-Boyd said that the language was more factual in Resolution 17-2020. Mayor Niehaus said that there wouldn't be a compromise between the two resolutions over that section then. Councilmember Guzman-Newton requested to focus on the "therefore" section of Resolution 15-2020. She requested help with re-wording the last sentence in part four. Mayor Niehaus requested the added language about the \$299,000 payment owed to Kimley-Horn as part of the Hotspot funds. City Manager Linares said that Mayor Niehaus' request couldn't be added to this

resolution. Mayor Niehaus asked Councilmember Derasary if she wants the parking structure to remain an option going forward, or if she doesn't want it at all.

**Motion and Discussion:** Councilmember Guzman-Newton made a motion to support Resolution 15-2020: A Resolution Directing the Termination of Agreements Related to the Downtown Parking Structure Project and Directing Coordination with Grand County to Pursue Different Projects for Hotspot Funding with the modifications that are shown on the board. Councilmember Duncan seconded the motion. Councilmember Jones stated that this resolution doesn't include the language in part three of Resolution 17-2020. He stated that the City will need help from more than just volunteers to come up with a new transportation plan that is accepted by UDOT in the 5 1/2-month timeframe. Councilmember Duncan suggested a modification to part three of Resolution 17-2020 to include "City staff at City Council's direction shall engage the relevant parties at Grand County and UDOT to determine the feasibility, cost, and staffing needs to quickly shift the current transportation planning focus to transit. This information shall be brought to City Council, and County Council should their leadership so choose, for consideration." Councilmember Duncan stated that he wants Council to have control over which staff members participate in this process. Councilmember Derasary asked if Councilmember Duncan wanted to cut and paste that section from Resolution 17-2020 into Resolution 15-2020. Councilmember Duncan agreed that was his intent. Councilmember Guzman-Newton said that she agrees to that additional amendment. Assistant City Manager Castle asked Councilmember Duncan if the amendment was correct on Resolution 15-2020 on the screen. Councilmember Duncan said yes, Councilmember Guzman-Newton said no. She stated that the language about "shifting the current focus to transit" is not correct. She stated that she wants to focus on more options than just transit. Councilmember Duncan withdrew his amendment. Councilmember Guzman-Newton wants to be sure that specific staff members are involved in this process, and she asked City Manager Linares how to word that. Councilmember Knuteson-Boyd said that this is the process when creating a resolution. Mayor Niehaus asked Councilmember Derasary if she was okay with the "whereas" section of Resolution 15-2020. Councilmember Derasary said that she is not comfortable with either resolution the way they are currently. Councilmember Knuteson-Boyd stated that she wants a clean resolution, and neither one is perfect. She proposed that Councilmembers Duncan, Jones and Guzman-Newton (if available) meet with City staff to finalize the blending of the two resolutions. Mayor Niehaus asked if that was acceptable, and if Council could have a special meeting on Friday to adopt the final product.

**Motion:** Councilmember Jones moved to table the resolution until a special meeting in the near future. Councilmember Knuteson-Boyd seconded the motion

**Vote:** The motion to table the resolution passed 5-0 aye with Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye.

***Resolution 17-2020: A Resolution Suspending Design of the Downtown Transportation Hub and Considering Alternative Uses of the Hotspot Funding—Tabled***

**Motion and Vote:** Councilmember Derasary moved to table this discussion. Councilmember Guzman-Newton seconded the motion. The motion to table the resolution passed 5-0 aye with Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye.

***Improvements to City Communication and Outreach Based on Observed Discussions Around Highway Widening and Hotspot Funded Projects***

**Discussion:** Councilmember Derasary stated that this is a discussion item only. She said that some of the meeting packets include private property parcels that haven't been authorized by the owners. She said that she wants to have a process that includes discussion with the owners before private property parcels are included in the packets. She requested that, if meetings take



place that involve multiple stakeholders, then they should be on the record. She also requests a process for allowing last minute hand-out documents pertaining to agenda items. She wants to know if there's a tool that can be used to update stakeholders on projects pertaining to them. She said that she wants to invite ULCT General Counsel David Church to meet annually with Council and Planning Commission. She also inquired about a way to prevent inaccurate information from being presented for agenda items that require a vote. Councilmember Derasary referenced the vote regarding Hotspot funding for dispersed parking at Emma Boulevard. Councilmember Guzman-Newton stated that she should have recused herself from that vote, and she inquired if she should recuse herself from the current conversation. City Manager Linares said that the obligation is for Councilmembers to disclose any conflicts, and it's the Council's decision if a person needs to be recused. Councilmember Guzman-Newton said that she would not vote on or participate in the subject matter, but that she wants to hear the discussion. Councilmember Derasary said that references were made in the February 11<sup>th</sup> Council Meeting that the dispersed parking action for Emma Boulevard was to benefit the neighboring businesses. Councilmember Derasary had asked during that meeting if the neighbors had been contacted regarding the proposal. She had been informed that Poison Spider and Arches Realty had been contacted. The next morning, Councilmember Derasary was contacted by Scott Newton, who said that he was not contacted prior to the meeting. Councilmember Derasary stated that the misinformation may have influenced Councilmembers' votes, which is why she requests a re-vote. She stated that she wants the City Manager's advice to make changes so this doesn't happen again. She also requests that Council re-vote on this item. Councilmember Knuteson-Boyd requests that people's names and business are not used on the dais, unless it's specific to an agenda item that's being addressed. She would also like to have a policy regarding devices and texting during meetings. Councilmember Guzman-Newton would like any communication received from citizens regarding agenda items be included in the packets. City Manager Linares stated that he receives communication after the agenda has been posted, so it can't be included in the meeting packet. Mayor Niehaus asked if the communications could be added to the minutes after the meeting has occurred. City Manager Linares requested that the City Recorder be added to the Council email thread, so he won't have to forward all the emails. Councilmember Duncan stated that Council should read the emails prior to the meeting, so the members are informed. He said that the responsibility shouldn't fall on the City Manager. Councilmember Guzman-Newton clarified that she wants the emails on the record because constituents are saying that they aren't heard or that they haven't been responded to. City Manager Linares stated that agenda materials are now due on Wednesday at noon because the turnaround to have the agenda completed by Thursday afternoon isn't working. Councilmember Derasary asked how to proceed with the proposed changes in this discussion. City Manager Linares said that the changes have already been implemented, starting a month ago. Councilmember Derasary asked if she should read the six bullet points on her document and City Manager Linares said that was up to her. Councilmember Derasary stated that these are the questions she raised regarding the potential misinformation about the Emma Boulevard Dispersed Parking: "1. Why was I assured last night that business owners had been spoken to, when Mr. Newton tells me no one has spoken to him for some time, and no one from the City contacted him to update him recently, and no one certainly let him know this plan was being proposed for last night or sought his feedback? 2. I believe there are other business owners we are purporting to help who also were not contacted prior to last night's vote. Why, particularly when it was stated last night that they were? 3. I understand several businesses were contacted today, February 12<sup>th</sup> - *post Council vote* - about the project and vote. How does this make any sense? How can the City not only purport, but then also take credit in a public meeting for how we are helping these businesses and not consult with them prior to said vote? 4. This is where I ask for an agenda item on the meeting about this. I am requesting that it be listed as revisiting the vote, as voting Councilmembers were told before the vote in more than one way

that this was specifically to benefit businesses losing parking, who are now telling us they were not consulted, and may not agree with that interpretation. If the vote can't be revisited, please let me know why. 5. I would like an explanation at said meeting about who was told what when. If errors have been made, I would like an explanation of what they were plus an apology to the property owners and neighbors in question, the Council who were set up to vote on this with insufficient and apparently erroneous information, and the public. Then I would like to know if this changes anyone's vote. 6. Finally, it was also stated in our February 11<sup>th</sup> meeting that discussions were going on about easement/walkway from Maverick to Emma with what I took to be an inference that businesses were speaking to churches. Please correct me if I heard that wrong. It's my understanding from speaking to Mr. Newton that when the City last spoke to him, apparently some time ago, the City had assured him we were working on this easement." Mayor Niehaus stated that the workshop today addressed most of that list. She asked Councilmember Derasary if there were any outstanding items left unanswered. Councilmember Derasary said that the questions had been answered either directly or indirectly.

***Reconsider Approval for City Staff to Request UDOT Approval to Use Dispersed Parking Hotspot Funding to Construct the Emma Blvd Dispersed Parking Facility—Passed***

***Motion and Vote:*** Councilmember Derasary made a motion to Reconsider Approval for City Staff to Request UDOT Approval to Use Dispersed Parking Hotspot Funding to Construct the Emma Blvd Dispersed Parking Facility. Councilmember Duncan seconded the motion. The motion passed 4-0 aye with Councilmembers Derasary, Duncan, Knuteson-Boyd and Jones voting aye. Councilmember Guzman-Newton abstained from the vote.

***Reconsideration of Approval for City Staff to Request UDOT Approval to Use Dispersed Parking Hotspot Funding to Construct the Emma Blvd Dispersed Parking Facilities—Failed***

***Discussion and Motion:*** Councilmember Knuteson-Boyd requested clarity on adding the information from the workshop to this vote. City Manager Linares said that an amendment could be made to the motion that was done last time. Councilmember Jones said that it was not confirmed that UDOT will fund the project. Councilmember Knuteson-Boyd made a motion to instruct staff to approach UDOT to use Hotspot funding for the Emma Boulevard Dispersed Parking Project and consider the changes that were brought to us by citizens tonight. Councilmember Jones seconded the motion. City Manager Linares clarified what was discussed in the workshop as a one-way street for a portion of Emma Boulevard. Councilmember Jones agreed but said that it may not be the best plan; however, he still wants it to be an option on the table. Councilmember Duncan stated that he doesn't want to allocate any City money on the project until questions are answered regarding access and paving. Councilmember Knuteson-Boyd withdrew her motion. Councilmember Jones agreed with the withdrawal of the motion. Councilmember Derasary said that this agenda item was to verify if the votes remain the same with correct information. City Manager Linares stated that if there isn't a motion then the vote from two weeks ago stands. Councilmember Duncan made a motion to table the consideration of UDOT administered dispersed parking Hotspot funding at Minnie Lee, Maxine, or Emma Boulevard until questions about access from Emma Boulevard to Main Street can be resolved. Councilmember Derasary seconded the motion. City Manager Linares asked if the term access refers to the footpath; Councilmember Duncan agreed that it did. Councilmember Jones stated that the motion is to request information from UDOT. City Manager Linares said that Ryan Anderson from UDOT kept stating in the workshop that the plans on the screen have not been approved. Councilmember Duncan stated that he doesn't want to commit funds to the project after hearing the public's opinion against it. City Manager Linares suggested that Councilmember Duncan withdraw his current motion and instead make a motion to table the

prior decision. Councilmember Duncan withdrew his previous motion. Councilmember Derasary agreed with the withdrawal. Councilmember Duncan made a motion to table the previous motion two weeks ago. Mayor Niehaus asked City Attorney Simonson if that was enough information. City Attorney Simonson said that there would need to be more specificity. City Manager Linares suggested that the motion read “the motion two weeks ago to reconsider the approval for City staff to request UDOT approval to use dispersed parking Hotspot funding to construct Emma Boulevard.” Councilmember Duncan confirmed that he wishes to table that motion. Councilmember Derasary seconded the motion.

**Vote:** The motion failed 3-2 with Councilmembers Knuteson-Boyd and Jones voting nay and Councilmembers Derasary and Duncan voting aye. Mayor Niehaus voted nay as the tiebreaker. Councilmember Guzman-Newton abstained from the vote.

***New Business:***

***Parking Layout Options for 100 South between 100 West and Main Street Agenda Summary—Approved***

**Motion:** Councilmember Jones moved to approve layout option 2. Councilmember Derasary seconded the motion and said that she had one discussion question. She stated that a community member wanted to know if the parallel parking could be reinstated on the North side of the Hogan.

**Vote:** Motion passed 5-0 with Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye.

***Main Street 2-hr Parking Restriction Agenda Summary—Moved to the next Council meeting***

**Discussion:** Mayor Niehaus stated that this agenda item is being moved to the next council meeting.

***Ordinance 2020-05: An Ordinance Repealing Alcohol Licensing in Moab City—Tabled***

**Discussion and Motion:** Mayor Niehaus asked if there was a motion for this agenda item. Councilmember Derasary moved to table this item. Councilmember Knuteson-Boyd seconded the motion.

**Vote:** The motion to table the agenda item passed 5-0 with Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye.

***Resolution 13-2020: A Resolution of the Governing Body of the City of Moab Declaring Certain Property Owned by the City of Moab as Surplus--Approved***

**Motion and Discussion:** Councilmember Derasary moved to approve Resolution 13-2020. Councilmember Knuteson-Boyd seconded the motion.

**Vote:** The motion to approve Resolution 13-2020 passed 5-0 with Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye.

**Approval of Bills Against the City of Moab:** Mayor Niehaus stated that there were no bills to approve at this time.

**Adjournment:** Councilmember Jones moved to adjourn the meeting. Councilmember Knuteson-Boyd seconded the motion. The motion carried 5-0, Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye. Mayor Niehaus adjourned the meeting at 11:12 PM.

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Emily S. Niehaus, Mayor

ATTEST:

Sommar Johnson, City Recorder

DRAFT

**MOAB CITY COUNCIL MINUTES  
REGULAR MEETING  
MARCH 24, 2020**

The Moab City Council held its Regular Meeting on the above date. Per Executive Order 2020-5 issued by Governor Gary R. Herbert on March 18, 2020, this meeting was conducted electronically. An anchor location was not provided. An audio recording of the meeting is archived at <http://www.utah.gov/pmn/index.html>. A video recording is archived at <https://www.youtube.com/watch?v=eWN5zGxSx-o>.

**Regular Meeting—Call to Order and Attendance:** Mayor Niehaus called the Regular City Council Meeting to order at 7:02 PM. Participating remotely were Councilmembers Karen Guzman-Newton, Tawny Knuteson-Boyd, Rani Derasary, Mike Duncan, and Kalen Jones. City staff participating remotely were City Manager Joel Linares, Assistant City Manager Carly Castle, City Attorney Laurie Simonson, Finance Director Rachel Stenta, and City Recorder Sommar Johnson.

**Approval of Minutes:** Councilmember Guzman-Newton moved to approve the minutes of the March 6, 2020 Special City Council Workshop. Councilmember Derasary seconded the motion. The motion passed 5-0 with Councilmembers Jones, Derasary, Duncan, Guzman-Newton, and Knuteson-Boyd voting aye in a roll call vote.

**Mayor and Council Reports:**

Mayor Niehaus shared a message from the Southeast Utah Health Department. She said that the health department is very encouraged by the results of the order that was passed on March 17 to reduce visitation. She shared a message from Jennifer Sadoff, Chief Executive Officer at Moab Regional Hospital, which said that there is a noticeable positive impact from the health department order since there aren't any confirmed cases of Covid-19 in Moab. Sadoff stated that there is a lack of testing, which means that everyone should behave as if Covid-19 is around and/or inside of us. She also said that the hospital is planning and preparing for a surge of individuals that are infected. Mayor Niehaus shared a message from Jacob Deslauriers, the Moab Regional Coordinator at the Utah Conservation Corps, which said that they are continuing to work in Moab on the Mill and Pack Creek Project to remove hazardous fuels and fire loads from the creek. Deslauriers said that the partnership is with Rim to Rim Restoration and the Utah Division of Forestry, Fire and State Lands. He said that crews are camped and isolated at Willow Springs Campground. Mayor Niehaus said that they will be working in this area for the next month. She reported attending Coronavirus meetings for the past two weeks. She reported attending Grand County Covid-19 Task Force meetings. She reported participating in interviews with local, regional, and larger press. She said that she's been asked to serve on one of the governor's subcommittee task forces for state and local resources. She reiterated the message that water from the tap is safe to drink and please don't dispose of anything other than toilet paper and human waste into the toilets. She said that, regarding outdoor recreation, the hospital advises against intense recreation at this time; however, it is acceptable to go outside. She said that it's important to be responsible with our recreation.

Councilmember Derasary reported reading Coronavirus information to keep up to date. She stated that the Covid-19 Task Force has its own Facebook page, and asked Mayor Niehaus if there is a resource that's more informative than the others regarding Coronavirus. Mayor Niehaus said that the City website is informative, and Utah GoEd (Governor's Office for Economic Development) is tasked with keeping the Utah Coronavirus website updated. She also said that [coronavirus.utah.gov/business](http://coronavirus.utah.gov/business) is an amazing resource for businesses with Coronavirus

questions regarding employment. Councilmember Derasary reported attending an EMS staff training on Covid-19 on March 12. She said that the EMS February call volume numbers were 29% higher than February of last year. She said that the RFP was published for the new EMS building. She said that Dr. Dylan Cole, Chief Medical Officer for Moab Regional Hospital, asked the community to write elected officials an urgent appeal for critical supplies and widespread distribution of necessary testing. Councilmember Derasary asked if there was anything to be done at the local level to get supplies and PPE to our healthcare providers. Mayor Niehaus said that the message has been received, and that Moab is in a place right now that will hopefully flatten the curve. She agreed with Councilmember Derasary regarding the lack of testing and the hope for more ventilators at the hospital. Mayor Niehaus said that the governor and the president spoke today about increasing testing.

Councilmember Duncan reported attending a Water Advisory Board meeting, and he thanked Assistant City Manager Castle for helping to organize this board. He said that City Engineer Williams discussed water rates at the board meeting. He said that Assistant Planner Shurtleff discussed water conservation-related issues that are part of the new standards for overnight accommodations. He informed Assistant City Manager Castle that he wants to expand beyond what the state requires regarding water conservation efforts because the quantity of water in years to come is an important issue. He said that a resident requested a list of businesses in Moab and whether they're open or not. Mayor Niehaus said that the Travel Council was working on that. Councilmember Guzman-Newton said that she'd mention the list at the Chamber of Commerce meeting tomorrow. Mayor Niehaus added that businesses have requested clarity on if they can be open. She said that she verified with Orion Rogers from the health department that, unless the business is included in the March 17<sup>th</sup> order to be closed, the business can be open. City Manager Linares said that the City website will have links to other informational sites regarding Covid-19.

Councilmember Knuteson-Boyd reported attending a Canyonlands Health Care Special Service District meeting that discussed the state and federal survey results. She said that the areas of improvement indicated on the survey were not critical items, and two of the items were addressed while the survey team was on site. She said that the Canyonlands Health Care Special Service District financial board sent a letter to ask CIB to postpone one upcoming payment. She stated that the museum events that had been planned are currently postponed due to Covid-19; however, the museum is providing online tours.

Councilmember Guzman-Newton reported that the Chamber of Commerce is concerned about following the Southeast Utah Health Department's orders. She asked for clarification regarding if the City, County, or Health Department is responsible during this pandemic. City Manager Linares replied that the City follows the health department, scientists, and doctors' recommendations. He stated that there is a due process regarding business closures, and the City wants to provide notice to the businesses prior to action being taken. Councilmember Guzman-Newton said that citizens are angry and fearful, and it's important to listen and show respect to one another. Mayor Niehaus said that businesses need to understand what the threshold is for removal of the order. She said that the health department's order was put in place on March 17 with a 30-day timeframe, and it would be reviewed after two weeks. She also said that the order could be extended beyond the 30 days. She said that the state has closed the school districts until May 1. She stated that her heart goes out to the working parents, the children who are trying to work from home, and the businesses that are trying to adjust to the lost revenue due to closures. She said that there have been projections that suggest the infection will reach its peak in May. Councilmember Guzman-Newton thanked Communications and Engagement Manager Church for the information on the City's website regarding Covid-19.

Councilmember Jones reported attending a meeting with Incremental Development Alliance staff members, local developers, and City and County Planning Department staff members. He said that discussion included the challenges for developers regarding local regulations and financing. He reported attending the Grand County Solid Waste Special Service District's first Zoom meeting. He said that the recycling center is currently closed due to Covid-19, and they will re-evaluate in a couple of weeks to hopefully re-open. He reported attending five interviews for the Finance Director position with Mayor Niehaus. Mayor Niehaus thanked City Manager Linares for his efforts to help staff feel safe and have their needs met during this uncertain time.

***Administrative Report:***

City Manager Linares reiterated that City Hall is closed to the public. He said that staff are putting measures in place that, if City Hall is closed to staff and people are working from home, the City will continue to provide essential services. He reported meeting with Monument Waste, Assistant City Manager Castle, and Finance Director Stenta to make sure that services will continue. He thanked Monument Waste for making changes without any cost absorption to the City. He said that Monument Waste is sacrificing for the community by absorbing the large costs themselves. He said that the Emergency Management Declaration for the City will need to be renewed every 30 days, and a meeting is set for April 10 to renew it. He thanked the public for their support during this trying time. He thanked City staff for the number of hours worked to prepare for Covid-19. He said that some staff members are working from home while caring for their children, so their hours have changed to accommodate this. He said that the team is doing an amazing job. He thanked Council for responding to emails from the community. He said that Communications and Engagement Manager Church has been amazing regarding the City website's updates for Covid-19.

Finance Director Stenta presented a budget update for Covid-19. She stated that there is a 60-day lag in tax collections. She said that, for example, May revenue is for sales that take place in March. She said that the closure of overnight accommodations happened halfway through March, which will impact the overnight sales tax revenue. She said that the overall sales tax revenue at risk includes TRT, Resort Community, Local Option, and Highway sales tax within City limits. She said that the anticipated tax revenue for this fiscal year was marked up 7%. She said that the City implemented a hiring freeze in January. She stated that City Manager Linares implemented a spending freeze executive order last week. She said that the hiring freeze will reduce expenditures by about \$189,000. She said that the spending freeze is for non-essential items and it's hard to estimate. She stated that the largest portion of the budget is personnel costs. She suggested doing monthly reevaluations of the budget to assess the incoming revenue. Mayor Niehaus asked if the revenue risk is under a million dollars for the next two months. Finance Director Stenta said that the revenue for two months is about \$1.6 million dollars, but she doesn't anticipate that 100% of the revenue will be at risk. City Manager Linares said that this presentation is for the aspect of our economy that's being affected by the pandemic. Mayor Niehaus asked about cash flow projections and what the City has in the bank. Finance Director Stenta said that the cash flow is fine because there are still utility payments and other revenue sources besides sales-based taxes. Councilmember Guzman-Newton asked if the City will be affected by the state deferring payments. Finance Director Stenta said that she hasn't heard if the State Tax Commission is considering delaying when tax filers must submit their sales tax. City Manager Linares said that staff have implemented procedures to track expenditures for the Covid-19 response. He said that staff are also keeping track of hours that are being spent on Covid-19, and that the City is keeping track of all the lost revenue. He said that, when the pandemic ends, the City will be prepared to submit all those numbers for reimbursement. He stated that Finance Director Stenta is getting ready to move on from the City, and he thanked

her for everything that she's done for the community over the last two plus decades and everything that she's done for him. He said that her institutional knowledge will be greatly missed and it's hard to see her go.

***Citizens to be Heard:***

Mayor Niehaus said that the process by which a citizen can submit to be heard at the meeting is that they can fill out a form that is provided as a link on the published agenda. She said that the form is limited to 400 words, which is roughly three minutes. She said that citizens can fill out forms up until the meeting begins. After the meeting, Council can act on any comments that are made. She said that comments from the public are also received through email or phone calls; however, in honor of the Citizens to be Heard format, Council will continue to honor the form that can be submitted and will be responded to after meetings. City Manager Linares said that the form is available until 7 PM on meeting nights. He said that the comments that are received prior to 4 PM are forwarded to the Council and can be considered during the meeting. He said that the comments should be limited to the current agenda because they will be included in the meeting minutes and will become permanent record. He said that if the topic doesn't apply to the agenda, email or phone calls are the preferred method of communication. Mayor Niehaus thanked City Recorder Johnson for working hard to create a system to share the forms with Council. City Manager Linares said staff are trying to find a way to share the completed forms with the public prior to the meeting. Councilmember Duncan asked if Mayor Niehaus could summarize the comments that were received this week. Mayor Niehaus said that the five forms that were received will be published in the minutes. City Manager Linares suggested that, going forward, it could be stated in the meeting who Council received comments from.

Liz Ballenger's comments: "RE: Developing a better understanding of coronavirus in our community: The shortage of test kits has led to us "flying blind" with regards to how much coronavirus is already present in our valley. This is obviously vital information for numerous reasons, not the least of which is developing an understanding of when our community may be building immunity through weathering the illness as the virus makes its rounds. It's not too late to start gathering this information by means other than test kits though, is it? Our community is small enough that voluntary self disclosures could be effective. The coronavirus hotline could be expanded to collect data on people who have had corona like symptoms, severity, length of time to recovery, etc. Please don't let this opportunity be lost! Also my apologies for coming to Council with this request; however I don't know who to address with this idea and I figured you would know. Thanks in advance for considering!"

Kevin E. Clyde's comments: "I live and work in Grand County. I drive through Moab on Main Street multiple times every day. I urge Moab City to consider carefully a proposal to add parking off Main Street for the downtown area businesses and to remove parking from Main Street to allow traffic to flow more efficiently through Moab. I support a comprehensive parking and traffic plan which considers the long term. I support the use of "hot spot" funding to begin this planning. I believe the parking structure is the best first step but will not provide as much parking as is needed. A comprehensive plan must be made to continue adding more parking and a shuttle plan. My thanks to all of you for the service you provide to the community."

Ken Minor's comments: "I am zoned Residential Agricultural in the city. I have a small orchard and a large number of volunteer Elm and Russian Olive trees on my 6 acres. Some of which are in the Pack Creek Drainage. In the past I have accumulated everything from tree trimmings to entire trees that I have had to remove. Many of which were a matter of fire safety. I was told last year that I could not get a burn permit since I am in the city. I hauled tree branches and weeds for three days during last summer's clean up efforts and wasn't able to get half of my pile taken



care of. There are a number of us that cannot afford to have the amounts of tree branches etc. that we end up with hauled off. Now that spring is here, there are trees being pruned and yards being cleaned up. The most cost effective and safest solution over the years has been to burn these in safe areas on our properties. I have used the same burn area for almost 20 years. I have had it inspected by the fire department when that was required. I have never had an issue with my fire being unsafe or spreading. I have spoken with various others in a similar situation in the city and we request that you consider allowing burning in the city if it is deemed safe by the fire marshal or the fire chief in agricultural related areas. I understand that the ban on burning was instituted after the Cinema Court fire in an effort to improve fire safety? In my instance, it has made it more difficult to remove the potential fuels of future fires. Thank you for your consideration.”

Huseyin Deniz’s comments: “Dear City Council, I would like to be informed about my business license renewal. My company name Divani LLC, dba Tropical Sno Moab. Applied on Feb,20th, 2020. So far did not hear anything. Would you please inform me? Thank you very much. Wish you the best...”

Julie K. Albina’s comments: “I do not live in the city limits; I live in Spanish valley, but work in healthcare in town. I wonder if there's a way to restrict the trucks that come through town to only those delivering goods here. we are a major "cut through" for truckers going south; can't we restrict non urgent travel through Moab?”

**Old Business:**

**Resolution 11 -2020: Amending the Fiscal Year 2019-2020 Annual Budget  
—Approved**

**Motion:** Councilmember Derasary moved to approve Resolution 11-2020: Amending the Fiscal Year 2019-2020 Annual Budget. Councilmember Knuteson-Boyd seconded the motion.

**Discussion:** Councilmember Guzman-Newton asked about the funding for the Mill Creek Drive West Project Aggie Boulevard. She said that it was not included in the fiscal year, but it looks like it’s covered. Finance Director Stenta said that the project is covered since it was anticipated to finish last fiscal year, and this is the portion that carried over into this fiscal year construction-wise. She said that project is funded through CIB funding, and then SITLA, Grand County and Moab City put up a cash match at the beginning of the project.

**Vote:** The motion passed 5-0 with Councilmembers Jones, Knuteson-Boyd, Guzman-Newton, Derasary, and Duncan voting aye in a roll call vote.

**Resolution 15-2020: A Resolution Directing the Renegotiation of the UDOT Agreement and Terminating the Design Contract for the Downtown Parking Structure Project & Directing Coordination with UDOT & Grand County to Pursue Alternative Projects for Hotspot Funding—Approved**

**Motion:** Mayor Niehaus thanked Councilmembers Guzman-Newton and Jones for working together to get the resolution finalized. Councilmember Guzman-Newton moved to approve Resolution 15-2020: A Resolution Directing the Renegotiation of the UDOT Agreement and Terminating the Design Contract for the Downtown Parking Structure Project & Directing Coordination with UDOT & Grand County to Pursue Alternative Projects for Hotspot Funding. Councilmember Duncan seconded the motion.

**Discussion:** Councilmember Duncan thanked Councilmembers Guzman-Newton and Jones for negotiating regarding the language of the resolution. He expressed gratitude that a consensus has been reached. Mayor Niehaus asked if the renegotiation with UDOT could include extending the six month deadline. City Manager Linares said that a letter would be sent to UDOT by Thursday, and he would begin setting up Zoom meetings. Councilmember Jones

thanked Assistant City Manager Castle and City Attorney Simonson for their assistance during the meeting with Councilmember Guzman-Newton to refine the resolution. Councilmember Guzman-Newton agreed with Councilmember Jones and said that the transparency language from Councilmember Jones' original resolution is included in this resolution. Councilmember Knuteson-Boyd stated that she's more comfortable supporting this resolution and she appreciates the work that went into it. Councilmember Derasary expressed appreciation for the transparency language in the resolution and wanted to confirm that the conceptualization is better this time. Councilmember Jones said that the transparency is better because the resolution states that a committee will be convened by the City and must comply with the Open and Public Meetings Act. He said that the public will be informed when meetings are scheduled, if the public is invited to attend, and that the meetings will be documented. He said that it was not done consistently in the last process, and it's important that it happens this time. Councilmember Derasary asked what Council can expect as the initial steps in the process. City Manager Linares said that the first thing is to request that month back that was lost due to Covid-19 planning. He said that the intent is to begin renegotiations with UDOT. He said that the next step would be a closed session with Council since it's a contract negotiation that involves legal aspects. He said, once the project list is identified and the UDOT renegotiations are complete, it will become a public process. City Manager Linares said that he forgot to mention in his administrative report that the Highway 191 Widening Project started this week. He said that UDOT has started surveying and will begin some dirt movement next week. **Vote:** The motion passed 5-0 with Councilmembers Duncan, Guzman-Newton, Jones, Knuteson-Boyd, and Derasary voting aye in a roll call vote.

***New Business:***

***Resolution 05-2020: Adopting the 2020-2024 Capital Improvement Project List—Approved***

***Discussion:*** Councilmember Guzman-Newton said that the project list includes the Downtown Parking Structure, and she inquired if that would be removed from the list prior to voting. Finance Director Stenta said that items on the project list are not budgeted for. She said that the items would have to be presented to the Council again prior to being included in a budget. City Manager Linares said that about ten staff members met and went through the process with the checklist approved by Council to create the project list. Mayor Niehaus asked if the Emma Boulevard Project should be included on the list. City Manager Linares said that it probably should be included on this list. He said that, initially, the Emma Boulevard Project was going to be funded by Hot Spot funds; since the project has changed scope, it will require the allocation of City funds to be completed. Councilmember Derasary said that the list currently includes "Emma Boulevard Dispersed Parking/Minnie Lee Paving Improvements." She inquired what wasn't included on the list regarding Emma Boulevard. City Manager Linares said that the item on the project list isn't current, considering the community feedback that was received at the workshop regarding Emma Boulevard. Councilmember Jones said that he supports the inclusion of the Emma Boulevard Project, but he's unclear how it can be funded at this time. Councilmember Duncan said that Emma Boulevard doesn't meet the access requirements for businesses along Main Street. He said that he's reluctant to add the project to the list as a top priority right now. City Manager Linares said that Councilmember Duncan makes a great point, and it highlights the purpose of this project list. He said that the list is ranked by staff regarding priority, and then it's brought before Council for review.

***Motion:*** Councilmember Jones moved to approve Resolution 05-2020: Adopting the 2020-2024 Capital Improvement Project List. Councilmember Duncan seconded the motion.

***Vote:*** The motion passed 5-0 with Councilmembers Jones, Guzman-Newton, Knuteson-Boyd, Derasary, and Duncan voting aye in a roll call vote.

**Resolution 08-2020: Designating Depositories for Moab City Financial Accounts—Approved**

**Motion:** Councilmember Guzman-Newton moved to approve Resolution 08-2020: Designating Depositories for Moab City Financial Accounts. Councilmember Knuteson-Boyd seconded the motion.

**Discussion:** Councilmember Derasary asked Finance Director Stenta to explain this resolution. Finance Director Stenta said that PTIF is where the City keeps the bulk of its cash, and Wells Fargo is the City's disbursement bank. She said that the City does weekly transfers from PTIF into Wells Fargo so that the City can meet its financial obligations. She said that there are occasional transfers from Wells Fargo to PTIF if there is excess cash in the account. She said that the Assistant Treasurer is the primary signer on the account and makes the transfers; in her absence, the City Manager can call and verbally transfer funds, but he doesn't have online access. She said that the Finance Director has online access to view the accounts but cannot transfer funds. She said that this provides a separation of duties and only the Assistant Treasurer has control to view the balance and transfer money. She said that if the Assistant Treasurer is on vacation, there needs to be a backup that can view the balance online and make transfers.

**Vote:** The motion passed 5-0 with Councilmembers Knuteson-Boyd, Guzman-Newton, Derasary, Duncan, and Jones voting aye in a roll call vote.

**Approval of Bills Against the City of Moab**

**Motion:** Councilmember Knuteson-Boyd moved to approve the bills against the City of Moab in the amount of \$1,260,418.86. Councilmember Duncan seconded the motion.

**Discussion:** Mayor Niehaus thanked Councilmember Knuteson-Boyd for reviewing the bills and providing the grand total tonight. Councilmember Knuteson-Boyd said that staff is improving regarding buying locally. Councilmember Derasary asked if the City has enough toilet paper supply. Councilmember Knuteson-Boyd said yes, and that the City has enough paper towels as well.

**Vote:** The motion passed 5-0 with Councilmembers Jones, Knuteson-Boyd, Guzman-Newton, Derasary, and Duncan voting aye in a roll call vote.

**Adjournment:** Councilmember Duncan moved to adjourn the meeting. Councilmember Guzman-Newton seconded the motion. The motion passed 5-0 with Councilmembers Derasary, Duncan, Knuteson-Boyd, Guzman-Newton, and Jones voting aye. Mayor Niehaus adjourned the meeting at 8:31 PM.

APPROVED: \_\_\_\_\_  
Emily S. Niehaus, Mayor

ATTEST: \_\_\_\_\_  
Sommar Johnson, City Recorder

**MOAB CITY COUNCIL MINUTES  
SPECIAL CITY COUNCIL MEETING  
April 1, 2020**

***Special Meeting & Attendance:*** The Moab City Council held a Special City Council Meeting on April 1, 2020. Per Executive Order 2020-5 issued by Governor Gary R. Herbert on March 18, 2020, this meeting was conducted electronically. An anchor location was not provided. A recording of the meeting is archived at [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html). A video recording is archived at: <https://www.youtube.com/watch?v=GNpKECaReCg>.

Mayor Emily Niehaus called the meeting to order at 3:03 PM. Participating remotely were Councilmembers Rani Derasary, Karen Guzman-Newton, Tawny Knuteson-Boyd, Mike Duncan and Kalen Jones. Staff participating remotely were City Manager Joel Linares, Assistant City Manager Carly Castle, City Attorney Laurie Simonson, Finance Director Rachel Stenta, and City Recorder Sommar Johnson.

***Presentation of Proposed Fiscal Year End 2021 Budget***

Finance Director Stenta presented the proposed Fiscal Year End 2021 Budget. She explained that our City Code requires that a proposed budget be presented to the City Council no later than April 1 by the Budget Officer and it also requires that the budget be balanced. She was happy to say that we have a balanced budget. She explained that in previous years the budget was emailed out to the Council on April 1 and then budget workshops are scheduled to go through the details of budget revenue, budget expenditures, and the department's various requests. She explained that the presentation will be a very high-level overview and that she shared a Google shared drive containing the entire tentative budget with highlights for Council's review. She hoped that as we near the end of the proposed budget conversation today that Council can have some discussion amongst themselves of what they would like the budget process to look like. She explained that in previous years Council scheduled one budget workshop per week to get through all the departmental information, but the second half of this presentation is going to be a COVID-19 financial presentation to talk about how this budget might change next year. She stated the information presented later might drive the conversation as to how much time and energy Council would like to put into the front end of the budget process knowing that it will most likely change after July 1.

She began her presentation by showing the Council the shared Google drive that contains all the documents pertaining to this budget process. She explained that her format was the same as last year with a two-page summary hitting the top highlights of the budget. She stated that this budget was put together prior to COVID-19 and we had the task of cutting \$1.2 million from operations in the general fund to make sure we had a break-even budget. She said that we successfully did and thanked the entire team for making the \$1.2 million cuts to get the budget balanced. She explained that at the point we were dealing with the \$1.2 million in cuts we thought that was the worst-case scenario but that was prior to COVID-19. She stated that the \$1.2 million in cuts actually turned out to be the best-case scenario.

Finance Director Stenta continued the presentation explaining where operational money comes from including sales-based taxes, property tax, utility fees, and recreational user fees as well as where the money goes including public safety, public works, parks and recreation, community services, general government, and personnel salaries and benefits. She also explained that infrastructure is looking very slim next year with only one major project, the Walnut Lane project, included in next year's budget. She explained that the parameter for the Walnut Lane

project is that it must pay for itself, so we anticipate funding it through a combination of loans, grants, and private donations. She stated the goal for the project is that it supports itself for maintenance and operations in the long term so that no sales tax funding is going towards that project. She stated the only additional capital project scheduled is the second half of the payment to UDOT of \$1 million for storm water mitigation in the Stewart Canyon area that is part of the Highway 191 widening project currently underway. She stated the first \$1 million payment was made from this fiscal year and the second \$1 million payment she believes is due in September. She explained that the bottom line was good news prior to COVID-19 because operations is balanced to zero and the general budgeted revenue covers expenses and is budgeted to contribute to reserves in the amount of \$175,028. She stated over the last three years we have taken money out of reserves to fund operations. She also said that Class C is budgeted to contribute over \$230,000 to their reserves and the recreation fund had a small amount to reserves which was a big victory for recreation. She said they worked very hard and are budgeted to contribute \$14,253 to their reserves.

Mayor Niehaus asked if the document was internal or if it would be posted on our website. Finance Director Stenta said right now it is internal but will be posted on our website because the tentative budget is expected to be adopted by City Council on April 14, 2020. She said for the purpose of this meeting it was placed in a Google shared drive, but it will be available to the public after this meeting.

Finance Director Stenta presented the tentative budget to the Council and explained that the total change in position is zero which means revenue balances with expenditures. She further explained that enterprise funds are not required to balance to zero because they are run as a business. She said they are either operating at an increase to reserves or a decrease to reserves and the amount that the fund generates carries over into their capital needs for the year.

Councilmember Jones asked what the sales tax was based on. He wondered if it was a percentage increase to a prior year or if it was flat. Finance Director Stenta stated it was flat, a zero percent increase over the previous year.

### ***Covid-19 Financial Plan***

Finance Director Stenta began her Covid-19 presentation. Councilmember Derasary asked if the presentation was currently in a shared drive or if she could receive a copy after the presentation. Finance Director Stenta said she would provide a copy after the meeting.

Finance Director Stenta said she attended a meeting through the Government Finance Officers Association, and they put together a webinar on financial planning during a crisis. She said they offered a lot of valuable information on how to try and plan for the unknown, which is difficult, but she thinks we have some good tools that we can use moving forward. She also stated that the Utah League of Cities and Towns put together a finance committee made up of financial representatives from cities across the state of Utah to examine the impacts that COVID-19 is having on local municipalities. She wanted to share the information that she learned and what she put together in response to COVID-19.

She explained that we put together this year's budget thinking \$1.2 million was a lot to cut with a lot of sacrifices and once we got to the end of it, COVID-19 took over and completely rearranged everything that we thought we knew about the economy and our finances. She hoped this tool would help Council as the decision makers and city administration be able to make the best financial decisions during these uncertain economic times. She explained that we do not know

how long social distancing will be in effect or how long our tourism industry will be shut down, which is our main source of revenue, so we need to plan for a recession. She continued her presentation providing an economic history for the city as well as potential ranges for revenue shortfalls and strategies to employ based on standard accounting practices of how to deal with recessions and financial crises.

She explained that there is a six-month lag on our sales-based tax collections, so we are expecting our revenues for May and June to be much lower than budgeted. She said we have spending freezes in place and other cost savings measures to try and offset for the current fiscal year that we are in because it will be affecting the last two months of revenue. She explained that her presentation is focused on next fiscal year because depending on how long COVID-19 lasts, how long the safety measures last, and how long it takes our economy to recover, the recession could affect the entire budget year. She stated that she put together a range of revenue shortfalls from 2% to 22% and the associated loss of revenue with those percentages. She stated some financial strategies to employ as an organization would be to reduce materials or contractor costs, reduce capital spending, review discretionary spending, and reduce personnel costs. She also suggested exploring new revenue sources including implementing new or revised fees, diversifying revenue streams, and refinancing existing debt.

Finance Director Stenta presented a four-tiered plan for dealing with revenue shortfalls based on different categories of costs and expenditures. She said that the categories of costs and expenditures are color-coded to reflect the percentage ranges of revenue shortfalls.

Councilmember Guzman-Newton asked about the sales tax numbers from March and April presented at the last Council meeting. Finance Director Stenta clarified that approximately \$1.5 million is the total revenue at risk but that is not the predicted shortfall. She explained that the amount presented at the previous Council meeting was the amount of revenue collected in 2018 on all sales tax combined. She stated the \$850 thousand is the total sales-based tax collection for that given month on all sales in the city, not just lodging. Councilmember Guzman-Newton asked if it was safe to think that we are looking at close to \$600 thousand a month in revenue loss. City Manager Linares confirmed that it is half of March and probably all of April. He explained that the \$800 thousand was all sales so her guess of \$600 thousand for April maybe be a good guess. Finance Director Stenta explained that we are working on costs-saving measures to offset the revenue that we potentially won't be receiving this year. She stated the plan we are looking at for next year is revenue shortfalls from July 1<sup>st</sup> forward.

Councilmember Guzman-Newton asked if March, April, and May were potentially half or a third of our budget for the year. Finance Director Stenta explained that our total sales-based taxes are \$9.5 million for the entire year. She stated May and June that were looked at during the last council meeting which represent March and April was right around \$850 thousand. City Manager Linares said it would be about 16%.

Councilmember Duncan asked if the fiscal year beginning in July includes sales taxes that were made up until the point two months earlier. He asked if they were budgeted at the time in which they are incurred or the time at which they are collected. Finance Director Stenta clarified that it is that time at which we receive them. She explained that the sales-based tax that we realize in July represents sales that took place in Moab in the month of May. She explained that this is a plan to help mitigate what potentially could happen to our revenue next year. Councilmember Duncan asked if the loss of sales tax revenue in the last half of March and potentially April would impact the 2019 budget amount, not the 2020 budget. Finance Director Stenta stated he was correct. She said the cost-saving measures that we currently have in place probably won't

completely offset the revenue loss for this year and we may have to make up some of the cost difference out of reserves at the end of this year. City Manager Linares explained that what we may lose in May and June we feel we have taken steps right up front to try and offset that to get us through this fiscal year. He said those steps include the spending freeze that has been in place for over a month as well as the hiring freeze that has been in place since January. He explained that we are already doing things in an attempt to save money to get to June 30 and then we will see where we are after July 1. Councilmember Duncan asked if the various cost-saving reduction measures will still allow us to be able to balance the fiscal year ending 2019 budget. City Manager Linares confirmed that to be the case.

Mayor Niehaus stated that hotel parking lots are empty, there is no dining in, and stores are closing. She said that it is not a possibility of loss of revenue, it is an absolute plannable loss of revenue for us and the businesses in Moab. She said we can absolutely plan for a loss of significant revenue. She said it was important to hear about the expense savings that we are doing now.

City Manager Linares explained that we speak in terms of June 30 to July 1 because legally we are obligated to keep those two things separate and we have to close one budget to open another. He said it is not that we are thinking of this as two separate time frames in our operations, but we are thinking of it in two separate time frames to stay within our legal guidelines. He said everything we are doing is to get us to June 30 to close out the budget and then keep that going into July. He believes we will see the economic ramifications of COVID-19 in July, August and September and explained that between the layoffs and furloughs, the salary surveys, and the spending freeze, we have taken steps to prepare for the impacts.

Councilmember Duncan stated that he read that federal legislation that was recently passed included \$150 billion to be allocated to state and local governments. He asked if there is any chance that some of that will filter down to us.

Finance Director Stenta stated that the portion coming to Utah is \$1.5 billion but how that will be distributed remains to be seen. City Manager Linares explained that we are already participating in the FEMA program and we submit information to them every Friday on what our wages and losses have been. He stated we can recoup some but not all of those costs, but we are submitting everything that we can. He said that it can be a long time frame before we see that money.

Finance Director Stenta presented an overview of the March tax collection amounts. She explained that the information represents sales from January. She said we receive sales tax distributions by the 25<sup>th</sup> of the month but it was a little late which made her nervous. She reached out to Roger Tew with Utah League of Cities and Towns, formerly with the State Tax Commission, to express concerns about the possibility of the state postponing the filing requirements for sales tax and if those distributions would be delayed and he told her that there was no intention of delaying those filings. She felt reassured after talking to Roger that sales tax would not be delayed.

Councilmember Derasary asked for a reminder of the key meetings and dates the Council tries to hit for the normal budgeting process. Finance Director Stenta presented a schedule of dates for the budget process. City Manager Linares stated that we are on our normal pace for the budget. He explained that we are required by City Code to present the tentative budget by April 1 and required by State code to adopt the tentative budget by the first meeting in May. Finance Director Stenta explained that we have to adopt the final budget by the second meeting in June

so the proposed budget schedule can be adjusted but our target was to adopt it by the end of May. She explained that after City Council receives a copy of the tentative budget then budget workshops are scheduled between the City Manager, Budget Officer, staff, and Council to work through the details of the budget. She stated that with potential significant changes to next year's budget she was unsure of how much time the Council wanted to front-load going into the budget knowing that things will change. She explained that once the tentative budget is adopted it goes to public hearing. She said generally any changes Council would like to make based on priorities are done prior to the tentative budget adoption so the document going to public hearing reflects what is potentially going to be adopted. She stated that we have already cut \$1.2 million and we are probably looking at more severe cuts but if Council would like to make changes based on priorities then we would be in the position to cut from other departments to accommodate those priorities. She explained that financially we cannot bring in more resources. She said Council should be very well informed of what the budget represents, what has been cut already, and what services are contemplated. She stated that the tentative budget adoption could be pushed forward a meeting to allow more time for Council review depending on the number of workshops and engagement level they would like. She also said that at the time the budget goes to public hearing there is also a public hearing for the master fee schedule and the salaries ordinance. She said the final three pieces that get approved are the salaries, master fee schedule, and final budget. She said it is possible in May or June of this year that we may need a budget opening to address the issues that were discussed or reflect any shortfalls and how that will affect our balanced budget.

Councilmember Derasary questioned whether it makes sense to go with the budget as presented knowing that we are going to fall short and not knowing where we will fall on the 4% to 22% chart of potential losses. Finance Director Stenta suggested that they move forward with the budget as presented and then use the information she showed in the financial plan as an underlying budget amendment because we have balanced the budget based on the information we have. She stated if we go in preemptively and make cuts without knowing what the revenue shortfall will be it will be problematic for a couple of different reasons. City Manager Linares said we realize there is a problem ahead, but we have to treat this budget process the same as any other budget process because it is required by state law to pass a budget that is balanced. He said every year we pass a budget there may be unforeseen things and that is the purpose of budget amendments. He stated we know there will be shortfalls in areas, and we will address them in budget openings the same way we have done in the past. Councilmember Derasary wanted to confirm her understanding that the recommendation is to go with the 22 page budget in Google Drive and as time goes on and we can tell from the numbers if it is time to implement one of the tiered cost-savings recommendations. She said she is trying to mentally prepare for how the process works. City Manager Linares confirmed her understanding of the process and explained that we constantly monitor our budget and tax distributions to make sure they are in line with each other.

Mayor Niehaus stated that we are aware that we will have a revenue shortfall and that measures are being taken to reduce expenses and asked if we were going to proceed with approving a budget that does not reflect the expense reductions that are in place. City Manager Linares explained that we are required by law to approve a budget that is balanced but we do not know all the information that Council is asking for right now in order to pass a budget that addresses those issues. He said we are obligated to meet those legal deadlines, so we have to move forward with the information we have now and adjust the budget as we receive additional information. Finance Director Stenta stated that she realizes that COVID-19 has eclipsed everything but wanted to point out that the tentative budget reflects \$1.2 million in cuts that were made in order to get operations back in the black. She explained that for the last three years we have



taken from our reserves to fund operations and if we had a healthier reserve balance for the general fund it would be easier to adjust to decreasing revenues but we do not have the luxury to pull from our reserves. City Manager Linares noted that over the past three years we have budgeted 7% increases into our budget and that was not done this year. He said there is no proposed increase in revenue in the tentative budget.

Councilmember Derasary said she understands the logic of moving forward with this tentative budget by May and approve it by June 1 and then as the April numbers come in she asked if we take the time to digest the numbers and then wondered if we would revisit the budget one we review the numbers. She wondered if there was a time period that she should expect where the budget would be revisited. City Manager Linares explained that it will truly depend on how long this goes on to determine our strategy on how to offset the loss. Finance Director Stenta added that while it looks like we are going forward with a budget that was pre-COVID-19 knowing that we have big hits coming, it does not wipe the slate clean to the things that are in place like the hiring freeze and spending freeze and just because the budget is approved does not mean the departments and employees have the approval to spend the budget amounts. She explained that it is basically the budget framework and the extreme measures are in place because we are bracing for a recession. City Manager Linares stated that staff has done a really good job in cutting the \$1.2 million from the budget so far and he feels that we have the ability to cut more if necessary.

Mayor Niehaus questioned if we were going into any of the tiers right now. City Manager Linares explained that we have already cut out overtime and implemented a spending and hiring freeze and as we move to July 1 those things will be moved to next fiscal year as well. He said we are taking some of these steps because we know we need to, and we know we already have a problem.

Councilmember Duncan asked if it would make sense to close things that are not quite “essential” city services including things like the MRAC, the MARC, and recreation programs. He wondered if it would help to suspend those services until the budget situation improves or if we even wanted to talk in those terms. City Manager Linares said it is not a question of whether we want to talk in those terms but a question of what problem we are trying to solve. He explained that if we are in tier 4 and have to save \$2.1 million then he thinks the cuts will be steeper than cutting recreation. He said he cannot give a definite answer to a problem that has not completely manifested itself.

Councilmember Derasary thanked staff for the cuts to get the budget where it is and asked about the process for spending after the budget was passed. She asked if there was an added level of spending approval that is not currently in place and also asked what resources the City has been able to offer to people that have been laid off or furloughed. City Manager Linares explained that everything being purchased right now is going through the administration office and they are approving every purchase where historically that has not been the procurement process. He explained that previously if something was budgeted and approved by Council and it is below a certain level then it could just be purchased but we have intervened in the process and said it has to be approved by administration. He said we are allowing essential purchases to continue for items that keep us functioning but if they are not necessary right now then we are not purchasing them.

City Manager Linares explained that since we are government and we are different from private industry the benefits for laid off or furloughed employees are different than for someone working in private industry. He said we are working with HR and implementing the rules that

we have to comply with based on legislation passed. He stated that they have spent numerous hours implementing the Families First Coronavirus Response Act that went into effect on April 1. He said our unemployment rules and penalties are completely different than private industry and felt it was inappropriate for him to speak to it because it is so different.

Councilmember Derasary said that at the beginning of the meeting it was requested from Council what was needed in the way of budget workshops. She said in the past they have gone through it in many different ways and wondered if the staff had envisioned doing them in any particular way this time. Finance Director Stenta stated that her last day is Friday but she is working with City Manager Linares to consult and could attend the budget workshops and answer questions but noted that her availability is limited. City Manager Linares said it is his intention to have Finance Director Stenta attend but they will need to work out the details. Finance Director Stenta said the budget workshops should be whatever helps the Council feel like they are invested and engaged in the budget because they are on the front lines with our citizenry to answer questions. City Manager Linares said that as the legislative branch the budget is their fiduciary duty and their single largest responsibility as a body. He recommended that we follow the outline put together by Finance Director Stenta and go from there.

Councilmember Derasary asked about the best process to get answers to questions that the Council may have about the budget. City Manager Linares said that staff could put together a council question worksheet in Google to have those questions directed toward staff and allow everyone to see the answers. He wanted to re-emphasize that the document must be staff oriented and not discussion or deliberation.

Mayor Niehaus said she prefers a working document for questions and answers as opposed to emails. Finance Director Stenta said she could export the tentative budget into a Google sheet that allows Councilmembers to insert comments on specific lines. Finance Director Stenta went back to Councilmember Derasary's comment about staff priorities from the retreat and explained that given the amount that had to be cut that those priorities could not be accommodated in this year's budget.

Councilmember Derasary said she needs a few days with the budget and a Google sheet where she can put down some simple questions and save the beefier questions for a workshop. Finance Director Stenta stated she would create two columns in the Google sheet showing the department request and the administrative recommendation in order for Council to see what changes were made.

Mayor Niehaus asked if we heard back from the County about the RAP tax. City Manager Linares said we have not heard back, and the deadline is April 17.

Councilmember Jones said he would like to look at the budget with a comparison to last year's budget in order to be better prepared to continue the discussion.

Councilmember Guzman-Newton asked where we were in the process of replacing the Finance Director position. City Manager Linares said the held interviews as well second interviews and they are close to a decision. He said Finance Director Stenta will continue working for us and will work with the new Finance Director.

Councilmember Knuteson-Boyd said she is comfortable with the schedule that was put out and she has more time to study but is okay with another workshop.

**Adjournment:** Councilmember Knuteson-Boyd moved to adjourn the meeting. Councilmember Guzman-Newton seconded the motion. The motion carried 5-0 aye. Mayor Niehaus adjourned the meeting at 4:47 PM.

DRAFT

**MOAB CITY COUNCIL MINUTES  
SPECIAL MEETING  
APRIL 10, 2020**

The Moab City Council held its Special City Council Meeting on the above date. Per Executive Order 2020-5 issued by Governor Gary R. Herbert on March 18, 2020, this meeting was conducted electronically. An anchor location was not provided. An audio recording of the meeting is archived at <http://www.utah.gov/pmn/index.html>. A video recording is archived at [https://www.youtube.com/watch?v=\\_qz\\_4RCKbWo](https://www.youtube.com/watch?v=_qz_4RCKbWo).

**Special Meeting—Call to Order and Attendance:** Mayor Niehaus called the Special City Council Meeting to order at 5:02 PM. Participating remotely were Councilmembers Karen Guzman-Newton, Tawny Knuteson-Boyd, Rani Derasary, Mike Duncan, and Kalen Jones. City staff participating remotely were City Manager Joel Linares, Assistant City Manager Carly Castle, City Attorney Laurie Simonson, Finance Director Rachel Stenta, and City Recorder Sommar Johnson. Klint York was also present.

**Resolution 21 -2020: A Resolution Continuing the Declaration of Local Emergency Due to COVID-19 Novel Coronavirus –Approved**

**Motion:** Councilmember Duncan moved to approve **Resolution 21-2020**. Councilmember Derasary seconded the motion.

**Discussion:** Councilmember Derasary said that her understanding is the renewal of the declaration is important so the City can look to state and federal emergency funding. City Manager Linares agreed with Councilmember Derasary. He said that the Emergency Management Act requires renewal every 30 days after it is declared. He said that it also allows decisions to be made on the fly, such as decisions with water payments and Walnut Lane. Councilmember Derasary asked if the Emergency Management Act stays in effect until Council removes it, or if it must be extended every 30 days. City Manager Linares said that it would need to be renewed every 30 days.

**Vote:** The motion passed 5-0 with Councilmembers Knuteson-Boyd, Jones, Duncan, Derasary, and Guzman-Newton voting aye in a roll call vote.

**Resolution 22-2020: A Resolution Confirming the Appointment of Klint York as the City Finance Director and Authorizing the Mayor to Execute an Employment Contract—Approved**

**Motion:** Councilmember Derasary moved to approve **Resolution 22-2020**. Councilmember Knuteson-Boyd seconded the motion.

**Discussion:** Mayor Niehaus invited Klint York to introduce himself to the Council. Klint York stated that he grew up in Moab and went away to college. He said that it has been his dream to come back home, and he got the opportunity a few years back. He said that his wife, son, and daughter love living in Moab. He said that he is grateful for the opportunity to work for the City and he is excited to jump in and help. Mayor Niehaus said that part of the interview process was based on York's resume, educational experience, and work in finance. She said that his understanding of cash flow projections and budgeting makes him an asset.

**Vote:** The motion passed 5-0 with Councilmembers Duncan, Derasary, Guzman-Newton, Jones, Knuteson-Boyd voting aye in a roll call vote.

**Adjournment:** Mayor Niehaus stated that two items were moved from this agenda to Tuesday's agenda, and she thanked Council for being flexible to meet today. She said that she wishes everyone health and happiness over Easter weekend. Councilmember Duncan moved to adjourn the meeting. Councilmember Jones seconded the motion. The motion passed

unanimously. Mayor Niehaus adjourned the meeting at 5:10 PM.

APPROVED: \_\_\_\_\_  
Emily S. Niehaus, Mayor

ATTEST: \_\_\_\_\_  
Sommar Johnson, City Recorder

DRAFT

**MOAB CITY COUNCIL MINUTES  
SPECIAL MEETING  
APRIL 16, 2020**

The Moab City Council held its Special City Council Meeting on the above date. Per Executive Order 2020-5 issued by Governor Gary R. Herbert on March 18, 2020, this meeting was conducted electronically. An anchor location was not provided. An audio recording of the meeting is archived at <http://www.utah.gov/pmn/index.html>. A video recording is archived at <https://www.youtube.com/watch?v=8L2Arc9rh0M>.

**Special Meeting—Call to Order and Attendance:** Mayor Niehaus called the Special City Council Meeting to order at 1:02 PM. Participating remotely were Councilmembers Tawny Knuteson-Boyd, Kalen Jones, Karen Guzman-Newton, Mike Duncan, and Rani Derasary. City staff participating remotely were City Manager Joel Linares, Assistant City Manager Carly Castle, City Attorney Laurie Simonson, Finance Director Klint York, and City Recorder Sommar Johnson.

**Resolution 23 -2020: A Resolution Appointing Four (4) People to Serve as Members of the Arches Hotspot Region Coordinating Committee—Approved with modification**

**Discussion:** Mayor Niehaus opened the discussion. Councilmember Guzman-Newton asked how the Council will select the four candidates to be on the committee. Councilmember Jones said it was suggested at the last regular Council meeting that three members could come from the Council and one member could come from the public. He said one of the concerns regarding the original process was the lack of public involvement; however, given the short time frame and the goals of the committee, the responsibility will fall on City Councilmembers. He said that, hopefully, by having the meetings broadcasted and minutes taken, the public will be more involved in this process. He said he has been working on ideas for the fourth member of the committee, but he would appreciate more time to find someone for Council to consider that is qualified, thoughtful, and able to commit to the full time period.

Councilmember Derasary requested clarification regarding the timeline for the committee. Assistant City Manager Castle said it is an ambitious, rigorous schedule. She said UDOT wants a narrowed list of what the committee will be focusing on by the end of April. She said Communications and Engagement Director Church is creating a website and will release a survey tomorrow to receive input from the public about the eleven potential projects and allow the public to offer new project ideas. She anticipated having the results of the survey available for the first committee meeting. She said that some of the projects on the list will be eliminated by the committee because they are not feasible. She said the West and East Parking Structures will probably not be chosen as committee priorities. She said dispersed parking has been discussed several times, but it has been difficult to accomplish. She said the bypass corridor is not feasible given UDOT's funding capacity. She believes the list can be narrowed quickly, and the broader discussion will involve the proposed projects by the public or committee members. She said the City will try to get as much public engagement as possible over the short time period, and Communications and Engagement Director Church will present a public engagement plan at the next meeting.

Councilmember Derasary asked if the survey will provide details regarding each project on the list. She asked if the list should be shortened prior to the survey and committee meeting, since certain items are clearly not feasible. Assistant City Manager Castle said the list should not be edited so the public can participate in the entire process.

Councilmember Guzman-Newton requested confirmation that the survey results will be ready for the first committee meeting. Assistant City Manager Castle clarified that some of the information will be available, but it will not be complete until the second meeting. Councilmember Guzman-Newton asked if the survey should be released after the first meeting when the list has been narrowed. City Manager Linares said the purpose is to expand public engagement in this process.

Mayor Niehaus asked which councilmembers were interested in serving on this committee. Councilmembers Jones, Duncan, and Guzman-Newton indicated interest. Councilmember Derasary offered assistance to compile the information received from the survey. Councilmember Duncan said there are some people being considered for the fourth position on the committee, but none of them have been contacted yet. He volunteered to reach out to the potential candidates to verify the level of interest and qualifications. Councilmember Guzman-Newton said the fourth member needs to be decided by Monday or Tuesday. Councilmember Jones said he supports both Councilmember Duncan's and Guzman-Newton's suggestions. Councilmember Derasary said the fourth person needs to look at the timeline when they commit to being part of the committee.

**Motion:** Councilmember Jones moved to approve **Resolution 23-2020** confirming the appointment of Mike Duncan, Karen Guzman-Newton, and Kalen Jones as members of the committee for the Arches Hotspot Region Coordinating Committee to serve throughout the committee's duration as currently codified in Ordinance 2020-11 to expire on April 14, 2021, and to appoint the fourth position at a meeting on Monday or Tuesday. Councilmember Guzman-Newton seconded the motion.

**Discussion:** Councilmember Guzman-Newton asked if potential fourth members should be discussed. Mayor Niehaus said it is Council's decision if they want to discuss names now. She said the people could be contacted and encouraged to email the Council if they want to be considered as the fourth committee member. She said that will provide a list of people to choose from at the meeting on Monday or Tuesday. Councilmember Knuteson-Boyd said it is unwise to discuss names before the people have been contacted. Councilmember Guzman-Newton said that she has contacted the people she would like to nominate. Mayor Niehaus asked Councilmember Guzman-Newton about the email idea. Councilmember Guzman-Newton agreed with the idea because it may generate more potential candidates. Councilmember Derasary suggested that the names and the nature of their interest be included. Councilmember Duncan said the list of candidates should include their level of interest and qualifications. Mayor Niehaus suggested that Council reconvene on Monday so the four decided committee members can be shared with the County prior to the County's meeting on Tuesday.

**Vote:** The motion passed 5-0 with Councilmembers Guzman-Newton, Knuteson-Boyd, Derasary, Jones, and Duncan voting aye in a roll call vote.

***Resolution 24-2020: A Resolution Appointing Six (6) People to Serve as Members of the Southeastern Utah Regional Transportation Plan Stakeholders Group—Tabled***

**Discussion:** City Manager Linares said this agenda item is not under the same time constraint as the first agenda item, and it can be decided later. Councilmember Derasary asked if the County will also appoint six members to this group. City Manager Linares said this group is managed by UDOT, who gave the City six spots and the County six spots on the committee. Councilmember Derasary inquired how often this group will meet. City Manager Linares said the guidance he has received is the group will meet once every two months for a time period of ten months. Councilmember Derasary asked if some of the same councilmembers elected to the Arches Hotspot Committee can take part in this group as well. City Manager Linares said this is

a different process which will lay out potential projects for UDOT over the next couple decades. Mayor Niehaus inquired if the meetings for this group will be noticed. City Manager Linares said these are internal group working meetings, not public ones. He said this is an information providing group. Councilmember Guzman-Newton asked if City staff members could be part of this group. City Manager Linares said it would be appropriate to have staff on this group. Councilmember Guzman-Newton asked if staff members have been approached to join this group yet. City Manager Linares said discussions have occurred and staff would be expected to participate as part of their job descriptions.

Mayor Niehaus requested City Manager Linares submit via email the suggested staff members. Mayor Niehaus then asked Council if any of them would like to be on this committee. Councilmember Knuteson-Boyd said that it could create a conflict of interest with her job. Councilmembers Jones and Guzman-Newton indicated interest. Mayor Niehaus said that she is interested in being part of this committee. City Manager Linares said that Councilmember Knuteson-Boyd could provide insight regarding what the City and County needs, and he does not believe it would create a conflict of interest. He said that he could investigate that concern and have answers by the next meeting. Councilmember Knuteson-Boyd said she would ask her boss as well.

Councilmember Derasary asked if the region included Spanish Valley/San Juan County, because they should have representation too. City Manager Linares said that he would clarify with UDOT how far the region goes. Councilmember Derasary asked how the potential candidates' names will be gathered. Mayor Niehaus said that City Manager Linares will email the suggested staff members and the rest of the group will probably consist of the councilmembers that expressed interest today.

Mayor Niehaus asked Councilmembers Jones, Guzman-Newton, and Duncan if the survey for the Arches Hotspot Committee should be released before the first committee meeting or after. Councilmembers Jones and Guzman-Newton said the survey should be released after the first meeting because the list needs to have the unfeasible options removed first. Councilmember Duncan said they had a good point. Mayor Niehaus said the survey would be released after the first committee meeting.

**Motion:** Councilmember Jones moved to table **Resolution 24-2020** until our meeting next Monday at 1 PM. Councilmember Guzman-Newton seconded the motion.

**Vote:** The motion passed 5-0 with Councilmembers Knuteson-Boyd, Guzman-Newton, Jones, Duncan, and Derasary voting aye in a roll call vote.

**Adjournment:** Councilmember Duncan moved to adjourn the meeting. Councilmember Guzman-Newton seconded the motion. The motion passed unanimously. Mayor Niehaus adjourned the meeting at 1:38 PM.

APPROVED: \_\_\_\_\_  
Emily S. Niehaus, Mayor

ATTEST: \_\_\_\_\_  
Sommar Johnson, City Recorder



**Moab City Council Agenda Item**  
Meeting Date: April 28, 2020

**Title:** Resolution 25-2020: A Resolution Amending the Employee Handbook

**Disposition:** Discussion and possible action

**Staff Presenter:** Dani Guerrero, HR Director

**Attachment(s):**

- Amended Employee Handbook

**Recommended Motion:**

I move to adopt the “Resolution 25-2020 Approving the Amended Employee Handbook”

**Background/Summary:**

The Employee Handbook has been restructured to be more user friendly and comprehensive. The Employee Handbook was last updated December 2016.

This revision has 16 major changes:

1. **Meal Per Diem** – Clarifies rates.

The daily meal per diem is as follows:

- a. Travel requiring less than eight hours - \$13.00
- b. Travel requiring eight to twelve hours - \$30.00
- c. Travel requiring more than twelve hours - \$50.00

2. **Compensatory Time** – Establishes an annual cap.

As allowed by federal and state law, employees may use compensatory hours in lieu of overtime pay. Compensatory hours may be accrued to a maximum of 100 hours per fiscal year. Once an employee reaches the 100-hour annual max, the employee will then be paid at time and a half for all overtime hours worked for the remainder of the fiscal year.

3. **Compensation Management Plan** – Modifies the pay for performance scale, lowering the max pay increase from 5% to 3%.

	Performance Score				
	<3	3-3.5	3.5-4	4.1-4.5	>4.5
	Performance Adjustment				
Employee pay rate falls below midpoint. Increases are added to the Base Pay.	0.00%	1.50%	2.00%	2.50%	3.00%
	Performance Incentive				
Employee pay rate falls at or above midpoint. Increases are added to the Base Pay.	0.00%	1.00%	1.00%	1.00%	1.00%
Employee pay rate falls at or above midpoint. Award treated as a onetime bonus.	0.00%	0.00%	1.50%	2.00%	2.50%

4. **Acting Positions** – Adds the 16-day rule before employees are eligible for additional pay and limits that additional pay to 3%.

An employee is eligible for extra duty pay whenever they are requested in writing by the Department Head to temporarily perform the duties of a position that is vacant or in which the regular worker is on a leave of absence other than vacation or compensatory time off beyond 16 calendar days and the position is of a higher classification than that in which the extra-duty employee is currently working. The employee shall receive the salary rate of the higher classification for the time spent performing the extra duties. In such cases, the employee will be paid at an appropriate salary schedule of the higher classification to ensure an increase of not less than three (3%) of the employee’s current salary.

5. **Longevity** – Clarifies that Longevity is not guaranteed.

Classified employees, statutory appointees and contractual employees may receive longevity pay after completion of five (5) years of employment. Longevity pay, will be reviewed annually by the City Manager/Personnel Officer during the budget process and is subject to the City’s financial situation. Longevity pay will only be available if approved during the budget process and is not a guaranteed pay.

6. **Clothing Allowance** – Incorporates the current Public Works Uniform Policy, Changes the way reimbursements are done and Incorporates the current Police Uniform Policy.

Public Works Department - Each employee who is determined by their supervisor to be involved in work which requires or warrants protective clothing, will be provided clean coveralls and other proper safety gear/wear as determined by their supervisor. In lieu of a clothing allowance, the department will annually provide shirts and up to a \$160.00 reimbursement for purchased safety-toed boots. To receive a steel-toed boot reimbursement, employees must submit proof of purchase including vendor and purchase price to Accounts Payable.

All new Public Works Employees will receive at the time of hire, the following equipment items:

1. Five (5) Work Shirts
2. One (1) Retro Reflective Coat
3. One (1) Coveralls
4. Boots (up to \$160) Any amount in excess of the \$160 will be the personal responsibility of the employee as an upfront cost. Payroll deductions are not available for personal expenses.

Public Works Employees will receive a replacement Retro Reflective Coat and Coveralls every other year of employment.

All Moab City Police Officers who receive a uniform allowance will receive the total distribution of their designated allowance on or about the first pay cycle of each fiscal year. Employees hired after July 1<sup>st</sup> will have their uniform allowance prorated based on their hire date. All uniform allowance distributions will be non-taxed as these funds are provided specifically for the purpose and maintenance of official Moab City Police Department uniforms and/or equipment.

All newly sworn Moab City Police Officers will receive, at the time of hire, the following equipment items:

Duty Belt	Ballistic Vest Outer Carrier with MOLLE Pockets
Belt Keepers	Uniform Shirts (2)
Magazine Pouch	Class A Uniform Pants
Radio Holster	Class A Tie
ASP	Class A Boots
ASP Holster	Class A Basket Weave Cuff Case
Uniform Pants (2)	Class A Uniform Shirt
Duty Boots	Class A Tie Bar
Inner Belt	Class A Basket Weave Belt
Holster	Class A Basket Weave Magazine Pouch

Handcuffs (2)	Class A Belt Keeper
Cuff Case (2)	Class A Holster
Flashlight	Class A Name Tag, Silver
Flashlight Holster	Moab Police Badge
Ballistic Vest with 2 Inner Carriers	

Moab City Police Officers will be provided replacement ballistic vests on or near the expiration of their existing vests.

- Holidays** – Modifies the paid holiday schedule to include December 26th-January 2nd and clarifies that holidays are not guaranteed and may change each year during the budget process.

Full-time employees may be paid for the following holidays:

New Year’s Day	Columbus Day
Martin Luther King, Jr. Day	Veterans’ Day
President’s Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Pioneer Day	Christmas Day
Labor Day	December 26th-January 2nd

Paid Holidays will be reviewed annually by the City Manager/Personnel Officer during the budget process. The City Manager will present the proposed holiday schedule to the City Council each year during the budget process for approval. Holidays are subject to change at the discretion of the City Manager/Personnel Officer and with the approval of the City Council.

- Vacation Leave** – Changes the way vacation is accrued, removes annual cash outs and limits the amount of compensable hours upon favorable termination.

Classified employees, statutory appointees, and contractual employees earn vacation based upon the following accrual schedule:

	Hours/Pay Period	
	Exempt	Non-Exempt
Upon Hire	4	3
Completion of 5th Year	5	4
Completion of 10th Year	6	5
Completion of 15th Year	7	6
Completion of 20th Year	8	7

Accrual

A maximum of 240 hours shall be allowed to be accrued and carried forward from one year to the next. Accrual balances cannot be in excess of 240 hours, additional accruals will be forfeited.

#### Payment

Payment for accrued vacation, up to 100 hours, shall be made upon favorable retirement, favorable termination of employment or death, and only if the employee has successfully completed their probationary period.

9. **Sick Leave** – Makes unused sick leave not compensable

Unused sick leave is not compensable.

10. **Bereavement Leave** – Establishes policy.

Full-time employees working 40 hours per work week and qualified three-quarter employees working a minimum of 32 hours per week are eligible for bereavement leave. Qualified three-quarter employees receive bereavement leave on a prorated basis. Employees working a 40-hour work week will receive a maximum of three (3) days bereavement leave with the availability of an additional two (2) days as needed for travel or family responsibilities dealing with the funeral services upon approval by the Department Head.

11. **Cell Phone** – Incorporates the current policy.

The purpose of this Cell Phone Policy is to describe:

1. The positions in the City that are eligible for or required to have a cell phone and/or data card (“Cell Services”),
2. The level of Cell Services available to each position,
3. The purpose or reason such positions receive Cell Services
4. How the City will cover the costs of Cell Services including:
  - a. Upfront equipment costs,
  - b. Monthly service charges,
  - c. Reimbursements for use of personal devices, and
  - d. End of service/replacement costs.

12. **Employee Gun Use** – Establishes policy.

Some employees may wish to carry a gun for personal protection. If you do so, you must have the concealed carry permit as required by law.

You must understand the following: with regard to using a gun, Police Officers are the only individuals authorized to use deadly force while acting for and on behalf of City. Under no circumstances will any other employee use deadly force as a function

of their job with the City. If an employee who is not a Police Officer uses deadly force, they will not have the immunities or be entitled to the same indemnity afforded police officers.

13. **Drug Free Workplace** – Establishes safety sensitive positions and criteria for random drug testing.

#### Random Testing of Safety Sensitive Positions

Safety sensitive positions shall be subject to the same random alcohol and drug testing, training requirements and prohibitions as CDL holders except that the percentage of employees tested shall be determined by the City Manager/Personnel Officer and may be changed from time to time. At present, 25% of safety sensitive positions will be random tested for alcohol and drugs each year. Safety sensitive positions will be pooled separately. Positions considered safety sensitive shall include, but not limited to:

- a. Chief of Police
- b. Assistant Police Chief
- c. Police Sergeant
- d. Sworn Police Officers
- e. School Crossing Guards
- f. Animal Control Officer
- g. Investigations/Evidence Clerk
- h. Recreation Complex & Aquatics Supervisor
- i. Sports and Recreation Manager
- j. Swimming Instructor
- k. Lifeguards
- l. Public Works Director
- m. Parks Superintendent
- n. Water Superintendent
- o. Sewer Superintendent
- p. WRF Superintendent
- q. Streets Superintendent
- r. Facilities Superintendent

Further any positions that meet the following criteria will also be classified as safety sensitive:

#### Criteria

Where the employee's performance of assigned duties could create a safety hazard that could cause injury or harm to the employee, other employees or citizens, or cause damage to property. City Safety-Sensitive positions include, but are not limited to:

- a. Those that require the operation of a vehicle and/or motorized equipment, such as cars, trucks of any size, tractors, mowers, weeders, trimmers, trash compactors, saws, and drills in order to perform their jobs;
- b. Those who choose to drive a city vehicle;
- b. Those whose duties involve the construction of facilities;
- c. Those that are involved in the maintenance of facilities, streets, or vehicles;
- d. Those that use and/or handle hazardous materials/chemicals; and
- e. Those positions that include the care, custody, or control of children, actual or perceived.

14. **Workplace Searches** – Establishes policy.

In order to safeguard the property of our employees, our customers, and the City, and to help prevent the possession, use, and sale of illegal drugs on City premises, or possession of pornographic materials in the workplace, the City reserves the right to question employees based on reasonable suspicion and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes or any other possessions or articles carried to and from the City's property. All offices, desks, computers, electronic files, hard files, lockers, etc., are the property of the City and are issued for the use of employees only during their employment. Inspections may be conducted at any time at the discretion of the City. No expectations of privacy exist regarding City-owned property. Any and all inspections will be conducted with due regard for Federal and State law, including 4th amendment protections as applicable.

15. **Grievance Procedure** – Updates policy, restructures the Employee Appeals Board to a Hearing Officer.

Hearing Officer: The appointed appeals authority shall consist of a hearing officer appointed by the mayor with the advice and consent of the City Council.

16. **Fleet Policy** – Establishes policy, limits personal use, restricts tobacco use, includes taxable fringe benefits provision – bringing us into compliance with the IRS.

City Vehicle Use

- 1. The on-call employee in the Water, Sewer, Streets, and Parks divisions are required to take a city vehicle home. This is to allow employees to respond more readily and to more quickly address emergency situations with proper equipment and tools during non-working hours. All vehicles/employees in this category shall be authorized by the City Manager/Personnel Officer upon recommendation of the Department Director.
- 2. City owned vehicles that are taken home are to be used only for commuting to and from work or when performing official city duty. City-owned vehicles are

not to be used for personal purposes of any kind, unless otherwise noted. When going to lunch, employees should use their personal vehicle if available. Any personal use of city vehicles including commuting to and from work will be reported as a taxable fringe benefit as required by the IRS.

3. Police officers living within Grand County boundaries may use their assigned police vehicle for off-duty personal use so long as that use is within Grand County. Non-police personnel may not accompany the officer in the police vehicle as passengers when it is operated off duty.
4. Unless otherwise noted no unauthorized personnel are allowed to be transported in a city vehicle at any time. City vehicles/employees are not to transport anyone other than city employees or people working with or for the city in an official capacity. No family members or other non-employee personnel are allowed in city owned vehicles.
5. Tobacco use is not allowed in city vehicles including cigarettes, smokeless tobacco (dip) and/or e-cigarettes.
6. Personal use of City vehicles - Taxable Fringe Benefits. Any authorized personal use of City vehicles will be reported as taxable fringe benefits for that employee as required by the IRS. Personal mileage must be tracked with daily beginning and ending odometer readings and verified daily by the Department Director. The mileage will be reported at the current IRS rate for business mileage to the IRS as a taxable fringe benefit annually and reflected on that employees W-2 wage and earning statement.



## Resolution 25-2020

A RESOLUTION AMENDING THE CITY OF MOAB EMPLOYEE HANDBOOK.

WHEREAS, the City of Moab Employee Handbook contains rules of general application concerning hiring, promotion, pay, benefits and discipline; and

WHEREAS, the Handbook should be reviewed and revised on a periodic basis to ensure compliance with employment laws and contemporary personnel management practices; and

WHEREAS, the Moab City Council has determined that the Handbook should be revised; and

WHEREAS, the amendment to the City of Moab Employee Handbook has been presented to this meeting of the Moab City Council.

NOW, THEREFORE, we, the Governing Body of the City of Moab do hereby resolve to approve the revised Moab City Employee Handbook, Attachment A, in substantially the form presented to this meeting of the City Council.

This resolution shall take effect immediately upon passage.

Passed and adopted by action of the Governing Body of the City of Moab in open session this 28<sup>th</sup> day of April 2020.

CITY OF MOAB

By: \_\_\_\_\_

Emily Niehaus  
Mayor

Attest

\_\_\_\_\_

Sommar Johnson  
City Recorder



# Policies and Procedures - Employee Handbook

Updated  
4/21/20

## *HANDBOOK DISCLAIMER*

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This handbook of policies and procedures (“Employee Handbook” or “Handbook”) is a guide to help City of Moab (“City”) employees find the answers to many questions that they may have regarding their employment with the City. All City employees are expected to be familiar with the provisions of this Employee Handbook and each employee will be required to certify that they have read its contents. The City’s Human Resources (“HR”) Department will keep a copy of each employee’s certification on file.

While this Employee Handbook covers many topics that may arise in the scope of an employee’s employment with the City, it may not answer all questions. Employee’s supervisors and the HR Department also serve as sources of information.

Neither this Employee Handbook, nor any particular provision contained in it, nor any other verbal or written communication by management is, or should be, considered to be an agreement, contract of employment, express or implied, a guarantee of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Except as limited by applicable federal or state law, including any due process requirements, the City adheres to a policy of employment at-will, which permits the City or the employee to end the employment relationship at any time, for any reason, with or without cause or notice. No City representative other than the City Manager/Personnel Officer may modify an at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in writing and signed by the City Manager/Personnel Officer.

Many matters covered by this Employee Handbook, such as benefit plan descriptions, are also described in separate City documents. These City documents are always controlling over any statement made in this Employee Handbook or by any member of management.

This Employee Handbook states only general City guidelines. The City may, at any time, in its sole discretion, modify or vary from anything stated in this Employee Handbook, with or without notice, except for the rights of the parties to end employment at-will, which may only be modified by an express written agreement signed by the employee and the City Manager/Personnel Officer.

This Employee Handbook is provided for general guidance only. It is not comprehensive, does not address all employment issues or policy exceptions, and is not intended to provide specific details in all areas. The policies and procedures expressed in this book, as well as those in any other personnel materials which may be issued from time to time, do not create a binding contract. The City disclaims any construction of this Employee Handbook as, or implication of, an employment contract.

This Employee Handbook should not be construed to limit the City’s right to terminate an employee’s job or to create any other obligation or liability for the City. The City has the sole and exclusive right to determine whether particular conduct that may be described in this Handbook, or any other employment rule, policy, or procedure is not in the best interest of the City or its operations, and therefore warrants disciplinary action or termination of employment. City management exclusively will determine whether any conduct violates any rules. The City has the exclusive right to determine the type, sequence and severity of discipline, if any, for violation of rules.

No employee, agent or representative of the City has any authority to enter into any agreement with an employee for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any actual employment agreement must be in writing and signed by the City Manager.

The City reserves the right to unilaterally change, or make exceptions to the policies and procedures stated in this Employee Handbook at any time for any reason. Also, the City has the exclusive right to add, delete, supplement, change or modify anything in this Employee Handbook or any other work rule, policy or procedure at any time, without notice.

This Employee Handbook supersedes all prior personnel policies and procedures manuals.

DRAFT

## IMPORTANT CONTACT INFORMATION

City Manager/Personnel Officer, Joel Linares	Telephone: 435.259.5121 Email: <a href="mailto:jlinares@moabcity.org">jlinares@moabcity.org</a>
Assistant City Manager, Carly Castle	Telephone: 435.259.5121 Email: <a href="mailto:ccastle@moabcity.org">ccastle@moabcity.org</a>
Human Resource Director, Dani Guerrero	Telephone: 435.259.9991 Email: <a href="mailto:dguerrero@moabcity.org">dguerrero@moabcity.org</a>
City Attorney, Laurie Simonson	Telephone: 435.210-0030 Email: <a href="mailto:lsimonson@moabcity.org">lsimonson@moabcity.org</a>

Throughout this Handbook, there are references to an Equal Employment Opportunity (“EEO”) Officer. Each of the individuals who hold one of the positions listed above is authorized to act as an EEO Officer on behalf of the City. At all times, the City Manager/Personnel Officer will act as the Chief EEO Officer.

Employees may report any concerns or complaints to any of the above persons either anonymously or by providing their name and contact information. Please understand that, while the City will use its best efforts to investigate all complaints, it will be more difficult for the City to investigate any complaints or concerns made anonymously.

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## *Section 1 - Governing Principles of Employment*

---

### *1-1 Welcome*

For employees who are commencing employment with the City, on behalf of the City of Moab, let me extend a warm and sincere welcome. I welcome you to our team. An interesting and challenging experience awaits you as an employee of the City.

For employees who have been with the City, I thank you for your past and continued service.

I extend my personal best wishes for your success and happiness here at the City of Moab. I understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Joel Linares, City Manager/Personnel Officer

### *1-2 Introduction*

This Employee Handbook is designed to acquaint employees with the City and to provide information about working conditions, employee benefits, and policies affecting employment. It is designed to provide a general understanding of the City's personnel policies, as well as to describe some of the City's rules, regulations, expectations, programs, and benefits available to eligible employees. Employees should familiarize themselves with its contents as soon as possible as each employee must certify that they have received and read a copy of this Employee Handbook. Employees should read this Handbook carefully and keep it for future reference. Reviewing it from time to time will help employees refresh their memory about policies and procedures that affect them on a daily basis in their job.

When a question arises regarding the meaning or application of any employment rule, policy or procedure, whether or not contained in this Handbook, City management has the exclusive right to make the final determination as to its meaning or application. No interpretation or clarification or any employment rule, policy or procedure is effective or binding unless it is in writing and approved by the City Manager/Personnel Officer.

### *1-3 Rights Under the National Labor Relations Act*

Section 7 of the National Labor Relations Act of 1935, as amended (the "NLRA"), states, "Employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8(a)(3) [of the NLRA]."

Under Section 7, employees have the right to discuss their wages or other compensation plans, employee benefits, leave policies, disciplinary actions, and other terms and conditions of their employment. Employees also have the right to decline to discuss this information with their co-workers or others if they so choose.

Section 7 applies to all employees, whether they are members of a union or not. Nothing in this Handbook is intended to restrict and should not be construed as restricting an employee's ability to exercise their rights under Section 7.

#### *1-4 Employee Relation Goals*

The City operates under a philosophy that management and employees are working towards the same goal. That goal is to bring effective and economical municipal services to the citizens of Moab. The City believes that this goal can be effectively achieved with management and employee cooperation. With this goal in mind, it is important for management to realize and consider the talents, abilities, and experience of employees. It is likewise important for employees to respect the experience and judgment of management in the operation of the City. Management will strive to give due consideration to all employee suggestions concerning methods by which the effectiveness and economy of municipal services can be improved.

The City has the following goals regarding its employees:

1. To maintain a competitive and equitable compensation program;
2. To offer each employee the opportunity for growth;
3. To provide an open forum for employee/employer communication.

The City believes that the best and most rewarding employee-management system results from a direct relationship between management and employees.

Except as otherwise directed in this Handbook, employees should bring their concerns to their supervisor or their Department Head. If these individuals are unable to assist the employee, they may bring their concerns to the HR Director or the City Manager/Personnel Officer. The City will listen to employee concerns with respect and will do its best to solve employee problems.

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## *Section 2 - Equal Employment Opportunity*

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### *2-1 Equal Employment Opportunity*

The City is committed to providing equal employment opportunity for all persons without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran, genetic information, or other group protected by federal law or applicable state or local law.

Employment with the City of Moab is based on qualification and ability. Consistent with this policy, the City is dedicated to the following practices:

1. To recruit, employ, train, and promote persons for all positions without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, genetic information, veteran, or other applicable protected-group status and to base decisions regarding applicants and employees on an individual's job-related qualifications.
2. To ensure that all personnel actions, including, without limitation, compensation, benefits, transfers, layoff, return from layoff, discipline, City-sponsored training, education, and social and recreational programs, will be administered without regard to race, color, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, national origin, disability, genetic information, veteran, or other applicable protected-group status.

The City expects the full cooperation of each employee in upholding the spirit of equal employment opportunity.

The City's equal employment opportunity policy is governed by applicable federal, state, or local law. Nothing in the City's equal employment opportunity policy creates any contractual rights or benefits beyond those imposed by federal law or any applicable state or local law prohibiting discrimination in employment.

### *2-2 Sexual and Other Forms of Illegal Harassment or Discrimination*

The City is committed to maintaining a work environment that is free of illegal harassment and discrimination. In keeping with this commitment, the City prohibits discrimination against or harassment of its employees by anyone, including any supervisory personnel, co-worker, vendor, client, or customer of the City.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, genetic information, veteran, or other applicable protected-group status. The City prohibits harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive work environment as defined and prohibited by law.

The City also prohibits sexual harassment, as defined by law. Sexual advances, requests for sexual favors, or other physical, verbal, or visual conduct based on gender or gender stereotypes may constitute sexual harassment when the conduct is unwelcome and (1) submission to the conduct is an explicit or implicit term

or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Whether or not certain types of conduct rise to the level of illegal harassment or discrimination, as defined by law, depends on the facts and circumstances in each particular instance. When viewed considering all of the surrounding circumstances, courts have found that the following types of conduct may give rise to a claim of harassment or discrimination:

Intimidating, hostile, derogatory, contemptuous, or otherwise offensive remarks, visual conduct, or physical conduct that is directed at an individual or group (i) based on race, national origin, religion, sex/gender (including conditions of pregnancy), sexual orientation, genetic information, disability, age, veteran, or other applicable protected group status; or (ii) related to or suggesting sexual matters

Examples may include, without limitation,

1. Unwelcome sexual advances – whether or not they involve physical touching and whether or not between members of the same or opposite sex;
2. Sexual epithets, jokes, written or oral references to sexual conduct; gossip regarding one's sex life; comment on an individual's body in a sexual manner; comment about an individual's sexual activity, deficiencies, or prowess; use of sexual innuendo;
3. Displaying or sharing with co-workers sexually suggestive objects, pictures, cartoons, etc.;
4. Displaying or sharing with co-workers objects, pictures, cartoons, etc. that display individuals, or a group generally, in a derogatory or disrespectful light based on race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, genetic information, veteran, or other applicable protected-group status, etc.;
5. Unwelcome leering, whistling, brushing against the body, sexual gestures, sexually suggestive or insulting comments;
6. Name-calling, derogatory comments, or disrespectful treatment of another based on that individual's race, national origin, color, disability, religion, age, sex (including conditions of pregnancy), sexual orientation, gender identity, veteran status, genetic information, or other applicable protected group status;
7. Bantering with the use of comments or innuendo based on race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, genetic information, veteran, or other applicable protected-group status;
8. Stereotypes based on race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, genetic information, veteran status, or other applicable protected group status;
9. Derogatory or contemptuous comments based on race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, genetic information, veteran, or other applicable protected-group status;
10. Threats/Promises: Solicitation or coercion of sexual activity, dates, or the like by the implied or express promise of rewards or preferential treatment or the express or implied threat of punishment.

The City intends for all of its employees to work in an environment free of harassment or discrimination. To this end, the City can respond to concerns about harassment or discrimination only if it is aware of the problem. Thus, if an employee believes that they are being subjected to any inappropriate conduct prohibited by this policy, or if an employee becomes aware of such conduct being directed at someone else, in compliance with Section 2.8 below, the employee should notify a supervisor, or if the supervisor is the

offending person, to HR or one of the City’s EEO Officers as identified on page three of this Employee Handbook. Failure to report any conduct that an employee believes may violate this policy may affect the employee’s legal rights. Please note that it may be difficult for the City to investigate anonymous claims of harassment or discrimination.

All reported incidents will be investigated promptly. With regard to any investigation, and in compliance with Section 2-8 below the City expects all employees to:

1. Cooperate in the investigation;
2. Take no action that would interfere with the investigation;
3. Take no action in retaliation against any person who cooperated in the investigation.

Depending on the circumstances, the employee accused of inappropriate conduct may be placed on a paid or unpaid leave of absence during the investigation or may be placed in a different job assignment or location. Additionally, the employee or employees who complained of discrimination or harassment may be offered a paid leave of absence during the investigation. Employees who are on a paid leave of absence during an investigation are expected to be available to meet with investigators or answer questions during their regular work hours and to report to the work site within two hours if requested.

All complaints will be kept confidential to the extent reasonable and practicable and will be disclosed only as reasonably necessary to allow the City to investigate and respond to the complaint. Any special concerns about confidentiality will be addressed at the time they are raised.

Any employee who violates this policy is subject to disciplinary action as provided in Section 10-2 below. Disciplinary action will depend on the gravity of the offense and not on the status of the accuser or the offender and may include immediate discharge in appropriate circumstances. No employee is protected against disciplinary action for violating this policy because of their position at City or because they are friends with or related to any manager or other supervisory personnel. The City will take whatever action it deems appropriate to discipline anyone who violates this policy and to prevent an offense from being repeated.

### *2-3 Americans with Disabilities Act*

As part of its commitment to equal employment opportunity, the City implements all applicable provisions of the Americans with Disabilities Act (the “ADA”), the ADA Amendments Act (“ADAAA”) and related state law. Ability, not disability, is the basis for employment decisions. It is City’s policy to provide reasonable accommodation to qualified persons with a disability when necessary to allow the employee to perform the essential functions of their job. If an employee cannot be reasonably accommodated in their existing position, the City will work with the employee to identify positions to which the employee may be transferred based on availability of vacant funded positions and the employee’s qualifications.

#### *A. Requesting an Accommodation*

Employees or job applicants with disabilities may request a reasonable accommodation. The need for an accommodation may be brought to the City’s attention in any of the following situations:

1. A job applicant may request an accommodation with respect to the job application process;
2. A new employee may request an accommodation to perform the essential functions of their job;



3. An employee returning to work after experiencing an illness or injury may request an accommodation for any resulting disability;
4. A current employee with a disability whose medical condition has changed may request an accommodation for the first time or a change in accommodation; or
5. Any employee with a disability may request an accommodation at any time.

Employees who have a physical or mental impairment which interferes with their ability to do their job may request an accommodation by submitting a written request to Human Resources. Human Resources will assist employees in completing the form at their request.

To ensure the confidentiality of medical information and the proper administration of the accommodation process, employees should not request accommodations related to physical or mental impairments from a lead, supervisor, or manager (except an EEO Officer). Any lead, supervisor, or manager who receives a request for an accommodation or information that an employee is having difficulty satisfactorily performing their job because of a physical or mental impairment should immediately contact HR.

Employees are not required to disclose the diagnosis of their physical or mental condition or the details of their medical treatment when requesting an accommodation. However, employees must inform the City that they are in need of an accommodation due to a medical condition. Depending on the circumstances, the City may request medical documentation to support the request for accommodation and to evaluate and process the accommodation request.

#### *B. Response to an Accommodation Request*

The reasonable accommodation process is interactive. This means that it requires cooperation and communication between the employee and the City. When the City receives an accommodation request, the City will attempt to engage in an interactive process with the employee to clarify the employee's needs and to determine whether and what reasonable accommodations are appropriate under the circumstances. The City encourages the employee to suggest reasonable accommodations that will allow the employee to perform essential job functions and improve job performance.

The interactive process may include analysis of the following factors, among other relevant considerations, in determining the reasonableness of a requested accommodation:

1. Is the employee otherwise qualified to perform their essential job functions?
2. Will the accommodation accomplish the desired result, i.e., allowing the employee to effectively perform the essential functions of their job?
3. Is there another accommodation that will allow the employee to perform the essential functions of their job that is more cost effective or less disruptive to business operations?
4. Will the accommodation be unduly disruptive to the workplace so that business cannot be reasonably conducted or otherwise create an undue burden?
5. Does the accommodation raise any safety concerns?

Essential job functions are those that the employee must be able to perform, with or without a reasonable accommodation. Essential job functions cannot be removed from the position without changing its nature. Duties that are not essential to the performance of the employee's job may be modified, eliminated, replaced, or restricted as part of the accommodation process.

To assist in the accommodation process, the City may hire outside consultants, such as physical and occupational therapists, to help determine reasonable accommodations. Employees are expected to cooperate with such individuals as part of the interactive process.

If an employee is not satisfied with City's response to an accommodation request, the City encourages the employee to promptly to discuss their concerns with an EEO Officer.

#### *2-4 Religious Accommodation and Prohibition on Discrimination*

In accordance with federal and state law, the City will make reasonable accommodations for employee observance of religious holidays and for sincerely held religious beliefs in accordance with applicable federal and state law.

Such accommodations may include, without limitation,

1. Scheduling changes or allowing the use of paid or unpaid time off to accommodate religious holidays, the observance of Saturday or Sunday Sabbath, etc.;
2. Allowing the wearing of religious dress.

Employee requests for a religious accommodation should be made in writing to HR. HR will assist employees in completing the form at their request.

Employee requests for a scheduling change should be made as far in advance as possible so that the City can avoid a disruption in operations.

In accordance with Utah law, the City will not discharge, demote, terminate, or refuse to hire any person, or retaliate against, harass, or discriminate in matters of compensation, privileges, and conditions of employment against any person for lawful expression or expressive activity outside of the workplace regarding the person's religious, political, or personal convictions, including convictions about marriage, family, or sexuality, unless the lawful expression or expressive activity is in direct conflict with the City's essential business-related interests or policies.

In addition, the City expects its employees to be respectful of the religious, political, or personal convictions, including convictions about marriage, family, or sexuality, of others and, after considering the relevant circumstances, may take corrective or disciplinary action against employees who discriminate against, harass, ridicule, or engage in other inappropriate behavior against another employee on the basis of their own or another's religious, political, or personal convictions.

#### *2-5 Pregnancy Accommodation*

The City will make reasonable accommodations for job modifications because of medical conditions or restrictions due to pregnancy or childbirth in accordance with applicable federal and state law, consistent with accommodations it provides to others with limitations unrelated to pregnancy, childbirth, or related medical conditions. Such accommodations may include, without limitation,

1. Accommodating lifting or other physical restrictions;
2. Temporary transfers to vacant, funded positions for which the employee is qualified;

3. Leaves of absence under the Family and Medical Leave Act or other available leave policy.

Employee's requesting an accommodation based on pregnancy, childbirth, or related medical condition, should make a request in writing to HR. HR will assist employees in completing the form at their request. Depending on the circumstances, the City may request medical documentation to support the request for accommodation and to evaluate and process the accommodation request.

### *2-6 Accommodations for Nursing Mothers*

In support of breastfeeding women, the City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk or breastfeed for at least one year after birth, in accordance with and to the extent required by applicable law. (Utah Code Annotated Section 34-49-202.) The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The City will make reasonable efforts to provide employees with the use of a private room with a refrigerator for the employee to express milk or for breast feeding purposes for at least one year after birth. This location may be the employee's private office, if applicable, but may not be a bathroom or toilet stall and shall be maintained in a clean and sanitary condition with an electrical outlet. The City may not be able to provide additional break time if doing so would seriously disrupt the City's operations, subject to applicable law.

Employees should advise management and HR if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Employees should consult the HR Department with questions regarding this policy.

### *2-7 I-9 Compliance*

In accordance with federal law, the City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. As required by the Department of Homeland Security, U.S. Citizenship and Immigration Services, each employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three years, or if their previous I-9 is no longer retained or valid.

The City may use the federal E-Verify or other authorized system to verify the work status of all job applicants who are offered employment, to re-verify an employee with expiring employment authorization, and as otherwise allowed or required by law.

Employees with questions or concerns about immigration law compliance, should contact HR. The City's policy against retaliation applies to any complaints or other communications relating to I-9 compliance and related issues.

### *2-8 Retaliation Prohibited*

The City strictly prohibits retaliation against any employee, job applicant, or witness who makes a complaint about harassment, discrimination, or other violation of City's equal employment opportunity policy or who

provides information during an investigation. Any employee, including any manager or supervisor, who retaliates against another employee or client in violation of this policy is subject to disciplinary action.

### *2-9 Complaint Procedure*

Each employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise unlawful conduct, and for respecting the rights of their coworkers.

1. If an employee feels that they have been subjected to conduct which violates this policy, they should immediately report the matter to their supervisor, or if the supervisor is the offending person, to HR or one of the City's EEO Officers as identified on page three of this Employee Handbook. Failure to report any conduct that an employee believes may violate this policy may affect the employee's legal rights. Please note that it may be difficult for the City to investigate anonymous claims of harassment or discrimination;
2. Every report of perceived harassment will be investigated, and corrective action will be taken where appropriate;
3. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The investigation will be handled in a confidential manner with information disseminated on a strict need-to-know basis. Every employee who is given information regarding the complaint will be informed of the need to preserve the confidentiality of the information they receive;
4. In compliance with Section 2-7 above, any employee of the City who is accused of harassment shall not question, coerce, intimidate, or retaliate in any way against the employee who has filed a complaint or against employees who have provided information concerning the complaint. If an employee feels they have been subjected to any such retaliation, they should report it in the same manner in which the employee would report a claim of perceived harassment under this policy;
5. All employees shall fully cooperate in any investigation of harassment or retaliation. Disciplinary action will be taken against any employee who obstructs or does not fully cooperate with any investigation of harassment or retaliation.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge.

### *2-10 Administration by EEO Officer*

Employees with questions or concerns about the City's equal employment opportunity policies, as set out above, should contact HR or an EEO Officer. Please note that the City Manager/Personnel Officer is the City's Chief EEO Officer and may delegate some or all of their duties to another EEO Officer designed by the City.

The above equal employment opportunity policies are governed by applicable federal, state, and local laws that prohibit discrimination in employment. If any conflict exists between this policy and the governing laws, those laws will control. The above equal employment opportunity policies and procedures do not expand protection beyond that required by applicable federal, state or local law and do not create any contractual rights or obligations between employees and the City.

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## Section 3 – Workplace Violence

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### 3-1 Treating Others with Respect / Anti-Bullying

The City expects its employees to treat each other and the general public with respect and dignity. Bullying and similar offensive conduct may lead to a deterioration in quality of work, increased absenteeism, lack of communication and teamwork, and lack of commitment to an employee's job and to the City. It also can cause stress-related illness, leading to increased medical costs and possible worker's compensation claims. Bullying breaches principles of equality and fairness and may represent an abuse of power and authority. Bullying not only affects the person subjected to the inappropriate conduct but also others in the workplace who witness bullying or other disrespectful behavior.

Context is important in understanding bullying. Bullying behavior generally is persistent and part of a pattern but may, in extreme circumstances, occur as a result of a single incident. Depending on the circumstances, examples of bullying may include:

1. Abusive and offensive language;
2. Insults;
3. Teasing;
4. Spreading rumors, gossiping, and innuendo;
5. Unreasonable criticism or trivializing someone's work and accomplishments;
6. Unfair blame for mistakes;
7. Practical jokes or using someone as a butt of jokes;
8. Public criticism;
9. Ridiculing or maligning a person or their family;
10. Persistent name calling that is hurtful, insulting, or humiliating;
11. Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, banning from meetings, unreasonable deadlines, etc.);
12. Socially or physically excluding or disregarding a person in work-related activities;
13. Pushing, shoving, tripping, nonverbal threatening gestures, glaring, or damage to someone's workspace or property;
14. Mobbing (bullying behavior carried out by a group of individuals).

Employees should report incidents of bullying, whether directed at themselves or at others, to the employee's supervisor, or if the supervisor is the offending person, to HR or one of the City's EEO Officers as identified on page three of this Employee Handbook. Failure to report any conduct that an employee believes may violate this policy may affect the employee's legal rights. The City will investigate and take disciplinary action as it deems appropriate under the circumstances.

Supervisors and managers must be able to provide feedback, appropriate criticism, and disciplinary action to employees where needed to improve job performance or to correct inappropriate behavior. Nothing in this policy is intended to prevent supervisors and managers from taking such actions. However, if an employee believes that a supervisor or manager's conduct violates this policy, they are encouraged to report it to an HR or an EEO Officer.

### *3-2 Workplace Violence*

The City is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to the City and personal property.

#### *A. Prohibited Conduct*

Threats, threatening language or any other acts of aggression or violence made toward or by any City employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto City premises.

#### *B. Procedures for Reporting a Threat*

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable or the Police Department. The City will maintain confidential all reports of threats to the extent maintaining confidentiality does not impede the City's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the City determines, after an investigation, that an employee has violated this policy, the City will take appropriate disciplinary action.

If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section to report that conduct. The City intends to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## *Section 4 – General Employment Issues*

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### *4-1 Employee Liability*

An employee who becomes aware of any occurrence which may give rise to a lawsuit, who receives a notice of claim, or is sued because of an incident related to their employment, or receives a subpoena with regard to their employment or job duties shall immediately notify all of the following individuals: the City Attorney, their supervisor, their Department Head, and the City Manager/Personnel Officer and/or Assistant City Manager/Personnel Officer. In most cases, under provisions of the Governmental Immunity Act (Utah Code Annotated Section 63G, Chapter 7 et. seq.), employees shall receive defense and indemnification unless the case involves fraud, malice, or the use of alcohol or drugs or conduct not within the scope of employment by the employee. If a lawsuit results against an employee, the Governmental Immunity Act stipulates that the employee must request a defense from the City in writing within ten (10) calendar days of receipt of the lawsuit.

### *4-2 Employee Civil Action Legal Defense, Indemnity*

1. Pursuant to the Utah Governmental Immunity Act (Utah Code Annotated Section 63G, Chapter 7 et. seq.) all employees that are named as a defendant in a civil lawsuit arising out of an act or omission occurring during the performance of employee duties; within the scope of employment; or under color of authority are entitled to legal defense by the City at no cost to the employee, provided the employee complies with the provisions of the law.
2. A request for indemnity shall be made by the employee in writing within ten days of the service of the summons, complaint, or other process on the employee, or such longer period of time as will not prejudice the ability of the City or its insurance carrier to defend the lawsuit.
3. Should an employee fail to timely request defense or fail to cooperate in the defense of the lawsuit the City may elect to withdraw from defense of the lawsuit. In that event the employee will be solely responsible for the defense of the lawsuit, any costs of defense, and any judgment or settlement that may result against the employee.
4. The City may decline to defend should it appear that the lawsuit does not allege conduct falling within the course and scope of employment. Alternatively, the City may defend subject to a reservation of its rights, which means that it may defend pending a determination of whether the act or omission subject to the suit occurred during the course and scope of the employee's duties. If it is later determined that the act or omission did not occur as part of the employee's official duties, the City will not be obligated to pay any judgment or settlement that results from the lawsuit. In that case the employee will be responsible for payment.
5. Employees are advised that under state law, lawsuits derived from an employee driving under the influence of alcohol or drugs, or suits in which the employee engages in intentional misconduct, fraud, or malicious acts are not subject to defense or indemnity by the City.
6. The City shall pay any judgment or settlement against an employee where it undertakes defense and that defense is not subject to a reservation of rights.

#### *4-3 Employee Criminal Action Legal Defense Costs*

1. Criminal Actions: As permitted by state law, all employees that are named a defendant in a criminal action are not entitled to legal defense by the City, even if the act or omission occurred during the performance of the employee's duties, within the scope of employment, or under color of authority. Employees that are prosecuted for these acts must retain and pay for their own legal counsel. If the charge is based upon acts or omissions occurring during the performance of official duties, within the scope of employment, or under color of authority, and the prosecution is dismissed on motion of the defense, results in a judgment of acquittal, or if an information is quashed, the employee may recover from the City reasonable attorney fees and court costs necessarily incurred in the matter. However, the employee is not entitled to reimbursement of any attorney fees and costs where the case is dismissed by motion of the prosecuting attorney.
2. If an employee is acquitted of some of the charges but convicted on others, the employee shall be entitled to reimbursement for that portion of their reasonable defense costs necessarily incurred which are attributed to the defense of the counts that were dismissed or for which the employee was acquitted, except that if the underlying conduct is substantially the same for both the counts resulting in conviction and the counts that are dismissed there is no right of reimbursement at all.
3. It is the policy of the City to reimburse employees for defense costs only to the extent required by law. Employees are advised that unreasonable, unnecessary, or excessive legal expenses will not be reimbursed. In evaluating a claim for reimbursement the City will carefully scrutinize legal bills based upon the seriousness of the charge, the time necessary to prepare for trial, whether or not the case went to trial, the extent of pre-trial motions and hearings, the reasonableness of the attorney's hourly rate, and related factors. In no instance will the City reimburse for attorney fees in excess of \$250.00 per hour, unless the rate is approved by action of the City Council in advance. If the City declines to reimburse, or should it reimburse only in part, the employee will be solely responsible for payment of any remainder. The City will not reimburse for interest on unpaid attorney fee accounts.

#### *4-4 Confidentiality*

In order to maintain City operations, unless authorized, employees are not to disclose non-public City information. Unless authorized, City employees shall not interfere with, offer advice upon, or otherwise make comments regarding any incident surrounding a City legal issue, pending court case regarding City business, or employee disciplinary action to the public or other City employees. Inappropriate release or discussion of confidential City information to unauthorized individuals will result in disciplinary action and possible termination. City employees are to refer press inquiries to the City's Communications and Engagement Manager.

Nothing in this Section is intended to interfere with or limit an employee's rights under Section 7 of the National Labor Relations Act (see Section 1-3 above).

#### *4-5 Separation from Employment*

Employees who voluntarily resign may receive an exit interview administered by the Department Head, HR Director, or designee. Employees who resign and desire to remain in good standing with the City should give a minimum of two (2) weeks notice. Otherwise, the employee may not be considered for re-employment at a future date. Such notice should be given in writing to the employee's supervisor and Department Head.



Proper notice generally allows the City enough time to calculate vacation payout, compensatory time and/or other monies to which the employee may be entitled and to include such monies in the final paycheck. At the time of termination, the employee will return all City uniforms, keys, identification tags, badges, and other issued City equipment. Employees should also leave a forwarding address with the HR Department for the mailing of the W-2 at the end of the year.

#### *A. Retirement*

A full-time employee with at least ten (10) years of service in the Utah Retirement System or five (5) years of service at age 60 qualifies to be a retired employee. The age that qualifies an employee for full social security benefits shall not be a traditional retirement age for employees. No employee will be required to retire or be removed from City service on the basis of age or years of service except as allowed by law.

#### *B. Retirement Gift*

A full-time employee qualifying as a retired employee will also qualify to receive a retirement gift from the City based on the following years of service:

##### Years of Service Gift Certificate Amount

1-9 Years \$100  
10-19 Years \$200  
20+ Years \$300

Employees are urged to provide the City with a minimum of two months' notice when they are nearing retirement. This will allow ample time for the processing of appropriate pension forms to ensure that any retirement benefits to which an employee may be entitled commence in a timely manner.

All outgoing employees are required to contact HR to ensure all necessary forms are completed and to ensure all City property has been turned into their Department Head.

#### *C. Life Insurance Continuation*

The City's life insurance plan currently has a conversion option. When an employee leaves City employment, they may be able to convert to an individual policy. Contact Human Resources for more information.

#### *D. Health Insurance Portability and Accountability Act (HIPAA)*

The Health Insurance Portability and Accountability Act is designed to help ensure portability of health coverage for individuals and families who move from one employer health benefit plan to another, and to protect an employee's health information. The act places several significant obligations on the City and group health plan providers, including a requirement to issue a Certification of Credible Group Coverage to employees and their eligible dependents when coverage under the City's health plan ends. These certifications provide documentation of prior coverage which terminating employees and their dependents may need to reduce preexisting condition limitations when enrolling in a new health plan benefit.

#### *4-6 Employee Service Credit / Reinstatement*

"Length of service" refers to the length of time that City employees spend as active full-time employees with the City. Service begins on the first day of full-time employment.

Length of service may be used in determining certain employee benefits, such as time-off benefits. Employees will not lose credit for service with the City provided their last day of service was within 365 days of again becoming an active employee. HR will discuss this issue with any rehired employee upon hire.

An employee who is reinstated to their former job and department may have their previous service reinstated subject to all the following:

1. A position must be available;
2. The return date must be within one year of the termination date;
3. At the time of termination, the employee must have been in good standing with the City including but not limited to: must have given the City a minimum of two weeks written notice of termination, returned all City equipment, keys, uniforms, etc., and must not have been subject to disciplinary action at the time of resignation;
4. The time between termination and the rehire date is not counted toward service time; and
5. In addition to reinstatement of their prior service for retirement vesting and vacation accrual, rehired employees may have their prior forfeited sick-leave balances reinstated, following the successful completion of the six-month probationary period.

If the employee meets the requirements for reinstatement, the rate of pay will be determined by the Department Head and Human Resource Director with approval of the City Manager/Personnel Officer.

Employees who are reinstated by the City in a department, a field of work, or a position that is different from their former employment with the City will not be entitled to any reinstated benefits.

#### *4-7 Supervisor & Subordinate Relationships*

The City does not allow romantic relationships, dating, or cohabitation between supervisors and subordinates because of the potential for misunderstanding, miscommunication, misuse of authority, and negative effect on employee morale in the workplace. For purposes of this policy, a supervisor includes any supervisor within the same line of authority as the subordinate or any person charged with evaluating the subordinate. If such a relationship develops, the supervisor involved is responsible to immediately disclose the existence of the relationship in writing to the HR Director. Failure to adhere to this policy may be grounds for disciplinary action.

#### *4-8 Anti-Nepotism*

The City complies with Title 52, Chapter 3, Utah Code Annotated, concerning the prohibition of the employment of relatives. Therefore, the City prohibits any person holding any position, to appoint, vote for the appointment of, directly supervise, be in the line of supervision of, or be directly supervised by their father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild.

Volunteers providing services to the City are excluded from this provision. Employees shall not be supervised by a family member, whether the supervisory role is formal or informal. Family members will not be given preference or advantage during the recruitment, interview and selection processes.

The City Manager/Personnel Officer's approval is required for any new hire of employees related to current City employees, regardless of whether they would be in a supervisory relationship.

Failure to adhere to this policy may be grounds for disciplinary action.

#### *4-9 Volunteer Positions*

An individual who performs hours of service for the City for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation is considered to be a volunteer. In order to be compliant with Department of Labor regulations, employee volunteers will not perform volunteer work similar to the paid job they perform for the City. Non-employee volunteers may not perform volunteer duties that a City employee is paid to perform. All volunteer agreements will be documented in writing and reviewed by the City Attorney. Any volunteers whose duties will or may include the care, custody, or control of children will also be subject to a background check and drug screening.

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## Section 5 - Operational Policies

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### 5-1 Recruitment/Job Posting/Selection Policy

#### A. General Policy

The City desires to fill all positions with the most qualified applicant. Further, it is the intent of the City to consider qualified in-house applicants when appropriate.

#### B. Job Postings

Before any job opening can be advertised, the request to post the job must be made to the Personnel Officer, be in writing and be approved. Positions generally are then posted by the HR Department. Generally, job openings will be posted in-house for a minimum of five days by the HR Director. If the City elects not to fill the position with a City employee, the position will be posted for a minimum of fourteen days on the City website and any other applicable locations. Job openings may be posted in-house and externally at the same time for a minimum of seven (7) days if desired by the Department Head. Further, positions may be filled with applicants from a position that had met the posting requirements within the prior six months. Not all positions are guaranteed to be posted. Except as set forth above, no external job offers will be extended prior to the posting requirement.

The City reserves the right to seek the most qualified candidate for any given position. Accordingly, the City reserves the right to seek applicants solely from outside sources. Nothing in this policy shall require the City to offer a position to an existing employee applicant if the City believes it is in the City's best interests to post the position externally and seek candidates from outside the City's current employees.

Once the posting period has been satisfied, HR and the applicable Department Head will review the applications. All internal and external candidates shall be required to apply on-line and submit other supporting documents (e.g., transcripts, certifications, licenses,) as may be required.

The City is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet the following requirements:

1. Be a current, regular, full-time or part-time employee;
2. Have been in their current position for at least six months;
3. Maintain a performance rating of satisfactory or above;
4. Not be on an employee conduct/performance-related probation or warning;
5. Meet the job qualifications listed on the job posting; and
6. Provide the employee's manager with notice prior to applying for the position

If an employee finds a position of interest on the job posting website and meets the eligibility requirements, the employee must complete and submit an on-line job posting application in order to be considered for the position.

For more specific information about the program, please contact the Human Resources Department.

### *C. Application Requirements*

In general, the following application process is followed for all job postings. City employees are encouraged to apply for any posted position:

1. All applicants for employment with the City shall complete a City application form and are required to comply with the specific application process for each position. The applicant must submit all applications to the Human Resource Director by the closing date of the posted position.
2. The City accepts applications for open positions from all interested qualified parties and evaluates applicants based upon job criteria. All applicants must apply for a specific, open position.
3. All applications from every job candidate must be reviewed by the Human Resource Director before any interviewing or hiring takes place. The Human Resource Director will accept applications for the open position until the specified closing date of the job. Once the job has closed, the Human Resource Director will screen all applications for minimum qualifications. The Human Resource Department shall keep all applications in accordance with the State Records Retention Schedule.
4. Once the most qualified applicants have been identified, a validated process consistent with departmental needs will be used. The Human Resource Director will schedule interviews with the Department Head and applicable interview committee members and notify candidates. All interviews will be documented using Human Resource selection criteria. The Human Resource Director, Department Head and interview committee shall develop a hiring recommendation based on the results of the interview process. All selection interview forms and applications will be returned and retained by the Human Resource Department.
5. The City is committed to employing only United States citizens and aliens who are authorized to work in the United States, but does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, and Section 2-6 above, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Failure to present proper or adequate documentation required within three (3) working days from the date of hire will result in termination of employment. Former employees who are rehired after 24 months from separation must also complete an I-9 form.
6. Falsification of or provision of any inaccurate information required in the application process is grounds for immediate disqualification or, if employed, termination of employment.

### *D. Selection Procedures*

Job applicants may be required to take tests which the City deems necessary for a specific position. The City will comply with applicable federal and state laws to establish the validity of any required testing procedures.

### *E. Job Offer Requirements*

The Department Head will make the final candidate recommendation and consult with the Human Resource Director to determine the appropriate salary range for the position. The Human Resource Director may recommend a salary that is between the minimum and midpoint of the designated salary

range dependent upon qualifications. With justification, the City Manager/Personnel Officer may approve salary offers above the midpoint of the salary range. The City Manager/Personnel Officer must approve all hiring requests prior to any job offer. Once a candidate is approved for hire, and a conditional offer of employment has been extended by the Human Resource Director and has been signed by the candidate, the candidate will be required to submit to drug testing, a background check, and a driver's license check and any other testing required by the departments and the position for which the candidate has been hired.

Job offers to all candidates (internal or external) will be contingent upon successfully passing the drug screen, background check, and driver's license check (if required by the position). Background checks that have been completed within the last ninety (90) days will be accepted. It is the responsibility of the Department Head to personally notify internal candidates of the hiring decision.

#### *F. Veterans Preference*

The City will comply with Title 71, Chapter 10, of the Utah Code Annotated regarding Veteran's Preference.

#### *G. Resident Preference*

A five percent scoring preference shall be given to a current City of Moab resident who meets all the qualifications for the position.

#### *H. Internal Hiring*

If a current employee is hired for another position in the City, the employee's previous supervisor shall be given a minimum of two (2) weeks notice of the employee's acceptance of the new position. An employee may be retained in a current position for up to thirty (30) calendar days in order to give time to recruit and train a replacement. Any deviation from this policy must be approved by the City Manager/Personnel Officer.

A Personnel Action Form must be submitted to the Human Resource Department with the successful application, drug screen, driver's license check (if applicable), and background check, and any additional information immediately following the acceptance of the job offer by the candidate and prior to the candidate being entered into the payroll system.

### *5-2 Current Address*

Employees are responsible for making sure the Human Resources Department has their most current home address.

### *5-3 Reimbursement for Travel Expenses*

The City will pay travel-related expenses incurred by employees for the purpose of conducting City business within the scope of this policy. Travel must be pre-authorized by a supervisor and must have a clear City government purpose. Any travel outside the state of Utah must be approved, in advance, by the City Manager/Personnel Officer. For the purposes of this policy, travel to Grand Junction, Colorado will be

considered in-state travel and will not require pre-authorization of the City Manager/Personnel Officer. Travel expenses must be included in the annual budget for each department anticipating travel, as part of the budget process. Trips that would cause the budgeted amount to be exceeded must have the approval of the City Manager/Personnel Officer and/or City Council.

This policy applies to all City employees, elected and appointed officials as well as City appointed board members. For elected and appointed officials as well as City appointed board members, travel shall be pre-authorized by the City Manager.

Reasonable travel time for call-back duty, emergency response, travel between work sites or traveling out of town on business during the normal work schedule or working hours is compensable time and shall be payable to the employee subject to the applicable terms and conditions of the federal Fair Labor Standards Act (FLSA).

#### *A. Overnight, Out-of-Town Trips*

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours (e.g., 8:00 am to 5:00 pm), on days they are scheduled to work and on unscheduled workdays (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

#### *B. Out-of-Town Trips for One Day*

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things:

1. Time spent traveling between the employee's home and the local public transportation; and
2. Meal periods.

#### *C. Local Travel*

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip from home to the worksite and from the last worksite of the day to home, however, is non-compensable when an employee goes directly from their home to the job site, unless it is much longer than their regular commute home from the regular worksite. In such case, the portion of the trip to and from home in excess of the regular commute is compensable.

#### *D. Commuting Time*

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate or compensatory time, as set forth above.

Each position is classified as either FLSA Non-exempt or FLSA Exempt. Those employees classified as FLSA Non-Exempt are covered by the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). Those who are FLSA Exempt are protected from improper or illegal salary deductions.

## Process

1. All travel for City business outside a 50-mile radius of the City of Moab shall be requested on a travel request form and be pre-authorized by the employee's Department Head.
2. Whenever possible, City vehicles will be used for travel associated with City business. Overnight use of any City vehicle must be pre-approved by the employee's Department Head.
3. Travel expenses must be included in the annual budget for each department anticipating travel, as part of the budget process. Trips that would cause the budgeted amount to be exceeded must have the approval of the City Manager/Personnel Officer and/or City Council.
4. Approval process: All travel must be approved by the employee's supervisor in advance through a travel request. Travel requests must include: 1) the purpose of the trip; 2) an estimate of all costs associated with the trip; and 3) a draft agenda or registration form (if applicable).
5. Employees may use their personal vehicle for City business as circumstances warrant and will be reimbursed for mileage in accordance with the following:
  - Calculated mileage will be to and from the destination beginning at 217 East Center Street, Moab UT 84532.
  - Mileage reimbursement requests must be signed by the employee's Department Head.
  - Reimbursement for the use of a personal vehicle shall be at the rate adopted annually by the state of Utah.
6. If a commercial airline is used, tourist or economy fare must be used if available.
7. If railway or bus is used, first class fare, plus necessary lower berth or roomette is allowable. However, coach facilities, when considered reasonable and satisfactory, should be used whenever possible.
8. Personal cars may be used if advantageous to the City. When a personal car is used for trips used in excess of 50 miles (one way) from the City, the City reimbursement for the use of the car plus meals and lodging required in route shall not exceed the cost of economy class air fare. Reimbursement for the use of a personal vehicle shall be at the rate adopted annually by the state of Utah.
9. A rental car will be authorized only if it is determined to be the most cost-effective means of transportation while away on City business.

### *E. Meal Per Diem:*

Employees shall be paid meal per diem for City related travel in accordance with the following:

1. The daily meal per diem is as follows:
  - a. Travel requiring less than eight hours - \$13.00
  - b. Travel requiring eight to twelve hours - \$30.00
  - c. Travel requiring more than twelve hours - \$50.00
  - d. No incidentals will be included in the above calculation.



#### *F. Travel Request*

All travel must be approved by the employee's supervisor in advance through a travel request. Travel requests must include:

1. The purpose of the trip;
2. An estimate of all costs associated with the trip; and
3. A draft agenda or registration form (if applicable).

The per diem allowance may be paid (in advance of travel) to the employee within five days of receipt of an approved travel request by the Recorder's Office. Expense statements must be approved by the employee's supervisor within five days of the completion of travel and then submitted for approval to the City Manager/Personnel Officer. Reports combining expenses for multiple individuals must include the names and titles of those individuals. Receipts or affidavits for expenditures shall be required for:

1. All commercial air, railway, bus or boat transportation
2. All lodging
3. Repairs or fuel for City vehicles
4. All extraordinary expenses, including but not limited to:
  - a. Purchase of incidental supplies;
  - b. Purchase of publications; and
  - c. Registration fees

#### *G. Transportation Costs*

If a commercial airline is used, tourist or economy fare must be requested and used if available. First class fare will be allowed only on the basis that tourist or economy space was not available between specified points. If railway or bus is used, first class fare, plus necessary lower berth or roomette is allowable. However, coach facilities, when considered reasonable and satisfactory accommodations, should be used. Personal vehicles may be used if deemed economical or advantageous to the City. When a personal vehicle is used for long trips, reimbursement for the vehicles used, meals and lodging required in route shall not exceed the cost of tourist or economy airfare. Reimbursement for the use of a personal vehicle shall be at the rate adopted annually by the state of Utah.

City employees who must use a vehicle to travel shall use a city vehicle whenever practicable. Use of private vehicles for city travel purposes shall be permitted when it is advantageous to the City, and upon approval by the Department Head and City Manager/Personnel Officer.

#### *H. Motorcycles*

Motorcycles are not approved modes of transportation for City business and travel. Employees will not be compensated for hours or mileage for motorcycle travel and may be subjected to disciplinary action for violating this policy.

### *I. Other Costs*

Toll road charges, storage charges, rental fees, taxi charges and other charges deemed appropriate may be reimbursed when incurred while on authorized City business.

#### *5-4 Employee Employment Records*

The City maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee's tenure with the City, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation. If an employee is interested in reviewing their file, they may contact the Human Resource Department to schedule an appointment.

An employee's personnel file is a permanent record. However, written warnings and other disciplinary actions may be removed from the employee's file if warranted or follow-up progress reports may be attached by a supervisor if appropriate. In addition, an employee has the right to attach their own comments to anything in their personnel file.

Employees should keep their personnel files up to date by informing the Human Resource Director of any changes. The employee also should inform the Human Resource Director of any specialized training or skills they may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, dependent changes, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

#### *5-5 Working Hours and Schedule*

The City is normally open for business from 8:00 am to 5:00 pm, Monday through Friday. Employees will be assigned a work schedule by their supervisor or Department Head and will be expected to begin and end work according to that schedule. To accommodate the needs of the City's business, the City may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law.

#### *5-6 Performance Review*

Evaluations of employee job performance should be performed by a supervisor or Department Head at the end of the employee's Probationary Period and annually on the employment date of the employee. Other periodic evaluations of employee performance may be performed by a supervisor or Department Head.

#### *5-7 Position Title Changes*

Any change to a position title must be reviewed by Human Resources and approved by the City Manager/Personnel Officer prior to the change.

### *5-8 Advanced Education And/or Certification Documentation*

Any employee obtaining City sponsored or required advanced degrees, training, licenses, or certifications must submit copies to the Human Resource Department immediately upon completion.

### *5-9 Internships and Cooperative Education Positions*

Internships and cooperative education positions within the City are positions that allow high school or college students or recent graduates to receive on-the-job training. Individuals holding internships or cooperative education positions within the City may be treated as part-time, temporary, or seasonal employees at the discretion of the Department Head as approved by the Human Resource Director and City Manager/Personnel Officer.

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## *Section 6 – General Payroll Practices*

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### *6-1 Employee Classification Definitions*

For purposes of this Handbook, all employees fall within one of the classifications below.

#### *A. Full-Time Employees*

Employees who regularly work at least 40 hours per week who were not hired on a short-term basis with full participation in employee benefits based on full-time status.

#### *B. 3/4-Time Employees*

Employees who regularly work at least 32 hours per week who are not hired on a short-term basis with full participation in employee benefits based on full-time status.

#### *C. Part-Time Employees*

Employees regularly scheduled to work less than 30 hours per week, and who are not categorized as seasonal or temporary. Employees working less than 30 hours per week shall not be eligible for any benefits except as required by law.

#### *D. Seasonal Employee*

A temporary employee, not in the classified service, who works during a defined period of a calendar year, not to exceed six months. Seasonal employees generally are not eligible for City benefits except as required by law.

#### *E. Temporary Employees*

Employees who were hired for a specific short-term project, or on a short-term temporary basis. Temporary Employees generally are not eligible for City benefits except as required by law.

#### *F. Introductory Employees*

Employees whose performance is being evaluated and determined whether further employment or retention in a specific position with the City is appropriate. See Probationary Period in Section 7.2(F) below.

#### *G. Temporary Employment Agency*

Employees hired through outside employment agencies to work at the City to supplement the work force or to assist in the completion of a specific project and whose employment is limited in duration.

Temporary employment assignments will not exceed beyond six (6) months in a fiscal year. Temporary employees are not eligible for City benefits except as otherwise required by law. Temporary employees may be terminated at-will, without cause or prior notice.

#### *H. Non-Exempt Employees*

Employees who are entitled to receive overtime pay or compensatory time for hours worked over 40 in a workweek as defined by the Fair Labor Standards Act. The City follows the provisions set-forth in Section 553.25 of the Department of Labor “Conditions for use of compensatory time.” The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

#### *I. Exempt Employees*

Exempt employees perform work that is executive, administrative, or professional in nature and requires regular exercise of discretion and independent judgment. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

#### *6-2 Non-Exempt Employees*

Employees who are classified as a non-exempt employee, will be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of the forty (40) hours within a seven (7) day workweek, excluding leave and holiday time. Any Public Safety employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of eighty-six (86) hours in each two-week period, unless otherwise required by law. All non-exempt employees are required to report a minimum combination of forty (40) hours per week including time worked, holiday hours and leave time.

Each workweek stands alone in computing hours worked (except for Public Safety). Averaging hours worked over two or more periods will not be allowed. Employee’s supervisors will attempt to provide employees with reasonable notice when the need for overtime work arises. Please note that advance notice may not always be possible.

Employees must obtain prior approval from their Department Head for overtime. Failure to work scheduled overtime or overtime worked without prior authorization from the Department Head may result in disciplinary action up to and including possible termination of employment. It is each employee’s responsibility to ensure that all hours worked are recorded in the correct work period. Working without accurately recording work hours (including, without limitation, working off the clock) is prohibited and may lead to disciplinary action up to and including termination of employment.

Eligible employees must make an election to receive overtime pay or compensatory time for hours worked in excess of forty (40) hours in a workweek or 86 hours in a pay period for Public Safety, on an “Overtime Compensation Election/Agreement Form” distributed annually by the Human Resource Department. This election/agreement is made in July of each year and will remain in effect through the fiscal year unless management makes a change. Any change made by management becomes effective in the next pay period after notification of the change. Employees are responsible to record overtime or compensatory time accurately on their timecards. The time recorded on the employee’s timecard will be the determining factor as to whether the employee will be paid overtime, compensatory time, or leave time. Every timecard must be signed by the employee and Department Head and initialed by the supervisor. If the type of pay on the

employee's timecard differs from the employee's Overtime Compensation Election/Agreement Form, the information recorded on the timecard controls the type of pay the employee will receive, unless it violates the City's leave policies and limitation on accrued compensatory time. Failure by the employee to accurately record hours worked may result in loss of pay for that period and possible discipline.

### *6-3 Exempt Employees*

Exempt employees are paid on a salary basis, as defined by law. Exempt employees are not eligible for overtime or compensatory time. The City will not knowingly make improper or illegal deductions from an exempt employee's paycheck. If an exempt employee believes that an improper deduction has been made from their paycheck, the employee should contact the Human Resource Department.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the City. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

1. Full-day absences for personal reasons, as allowed by applicable regulation;
2. Full-day absences for sickness or disability, as allowed by applicable regulation;
3. Full-day disciplinary suspensions for infractions of City written policies and procedures, as allowed by federal regulation;
4. Family and Medical Leave absences (either full- or partial-day absences);
5. To offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
6. The first or last week of employment in the event the employee works less than a full week; and
7. Any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

1. Partial day absences for personal reasons, sickness or disability;
2. An absence because the employer has decided to close a facility on a scheduled work day;
3. Absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
4. Any other deductions prohibited by state or federal law.

While the City will not reduce an employee's salary for partial-day absences for personal reasons, sickness, vacation, or disability leave, the City may deduct any partial-day absence from an employee's applicable leave bank. Exempt employees are responsible for maintaining an accurate record of any partial day absences and submit those records to Human Resources on request.

If an employee believes they have been subject to any improper deductions, the employee should immediately report the matter to the Human Resource Department.

#### *6-4 Your Paycheck*

Employees will be paid bi-weekly, every other Friday, for all the time worked during the past pay period. All employee paychecks will be directly deposited in each employee's specified bank account(s). When a payday falls on a holiday, the payroll will be distributed the working day prior to the holiday

Payroll stubs itemize deductions made from gross earnings. By law, the City is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments or deductions for child support or alimony as required by the Utah State Office of Recovery Services. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in an employee's pay, the employee should bring the matter to the attention of the Human Resource Director immediately so the City can resolve the matter.

#### *6-5 Direct Deposit*

The City requires employees to use direct deposit. Authorization forms are available from the Human Resource Director.

#### *6-6 Salary Advances*

The City does not permit advances on paychecks or against accrued paid time off.

#### *6-7 Payroll Deductions*

Employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in City approved programs. Deductions must be a minimum of \$100 per year. Employees should promptly review any discrepancies in payroll deductions with the Human Resources Department.

#### *6-8 Garnishments*

Upon receipt of a valid garnishment or an order from the Utah State Office of Recovery Services, the City shall withhold the required portion of wages from an employee's paycheck. The City shall continue to withhold the garnishment wages until the order expires, a court order is received indicating satisfaction of the indebtedness, or the City is ordered to surrender the monies to the court or its agent.

#### *6-9 Rest Periods*

Two (2) paid rest periods shall be authorized for each non-exempt employee during the regular workday. The rest periods shall be taken at a time or times specified by either the supervisor or Department Head and shall not exceed a period of fifteen (15) minutes per rest period.

### *6-10 Lunch Periods*

Employees may be eligible for an unpaid lunch break at a length of time approved by the Department Head. Supervisors should establish a lunch schedule for all employees, generally between the hours of 11:00 a.m. and 2:00 p.m. Employees are not allowed to skip their lunch period in order to arrive at work late or leave work early without prior approval from the Department Head on an occasional basis (e.g., for a doctor's appointment, etc.)

### *6-11 Timekeeping Procedures*

Employees must record their actual time worked for payroll and benefit purposes. All hours worked by an employee must be timely submitted at the intervals required by the City whether through electronic means or otherwise. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full and partial days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to approve time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

### *6-12 Work Week for Purposes of Calculating Overtime*

The workweek for employees working five (5) days a week eight (8) hours a day or four (4) days a week ten (10) hours a day, begins at 12:01 a.m. Monday and ends at 12 midnight on Sunday.

### *6-13 Overtime*

During busy periods, additional work may be required from all employees. Supervisors are responsible for monitoring operations and requesting overtime work if it is necessary. The City will make every effort to provide employees with adequate advance notice in such situations. Full-time non-exempt employees will be paid overtime for allowed compensatory time, as allowed and required by law.

### *6-14 Compensatory Time*

As allowed by federal and state law, employees may use compensatory hours in lieu of overtime pay. Compensatory hours may be accrued to a maximum of 100 hours per fiscal year. Once an employee reaches the 100 hour annual max, the employee will then be paid at time and a half or all overtime hours worked for the remainder of the fiscal year.



### *6-15 Disaster Emergencies*

In situations where the City Manager or Mayor or designee has formally declared a “Local State of Emergency,” non-exempt employees who are required to work outside of, or in addition to, their normal work schedule during the designated disaster may be paid at time and one-half for any emergency hours worked. Hours worked under those conditions must be paid hours and cannot be used as compensatory time. At such times, all employees will be considered disaster service workers and may be required to perform other duties outside their normal job responsibilities.

### *6-16 Call Back or On-Call Compensation*

Non-exempt employees called back to work during their scheduled workweek shall be entitled to call back compensation for actual time worked. The minimum call back compensation shall be two hours. Call back compensation will be calculated on a workweek basis and only time worked in excess of an employees’ specified workweek will be compensated at the overtime rate.

Employees of the City in the Public Works Department are required to serve in an “on-call” status and be available for a call back to work for up to a week at a time during otherwise unscheduled, off-duty hours.

On-call status may be defined as limiting and/or restricting an employee’s personal activities to the degree that an employee is unable to travel as desired and must be able to respond in the required timeframe to after-hour City-related questions or emergencies. If an employee is placed on-call, the employee must be available to be reached during the entire on-call shift and return to work if needed within 30 minutes of a call or within the time limit specified by the Department supervisor.

It is the policy of the City to pay employees specifically designated as on-call a minimum of one (1) hour per day (1.5 hours per day when in overtime status) in which they serve in a paid on-call or call back status. If an employee serves less than one full workweek in this status, the number of hours of applicable overtime will be prorated. When and if an employee performs actual work and service as a result of being called back to work, the employee will be paid any additional hours worked, with a minimum of two hours pay.

The employee’s supervisor will notify the employee of the on-call schedule. If the employee is on-call and cannot be reached or cannot come to work, the employee is not eligible for on-call pay. While on-call, no employee shall consume alcoholic beverages or do anything to impair their ability to respond for duty.

### *6-17 Holiday Time*

For pay purposes, holiday time not actually worked will be paid at straight time and will not be included as time actually worked for overtime calculations.

## *Section 7 – Compensation Policies*

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### *7-1 Pay for Performance*

#### *A. Salary Programs*

The City is committed to maintaining wage ranges which are competitive with other communities of comparable size and demographics. Annually, the Human Resource Department conducts a wage and benefits survey of the relevant communities. Because not all City positions have matches in the established market, a classification analysis may also be done on each City position in conjunction with the market survey. This classification analysis considers such factors as education and experience requirements, supervisory and financial responsibilities, level of risk in position and the analytical requirements of the position.

The City Manager/Personnel Officer may recommend appropriate changes based on the market analysis and classification analysis. Market adjustment recommendations may be made for specific job classifications or for the City as a whole. Market adjustments are considered each fiscal year and implemented July 1, if approved.

An employee's total compensation at the City consists not only of their salary but also the various benefits offered, such as group health and life insurance and retirement plans, as described later in this Handbook. In accordance with IRS regulations, some fringe benefits such as meals, personal use of City vehicles, nonexempt work clothing, etc. may be considered taxable income and may be included on pay stubs and W-2's. Employee's questions regarding their salary should be directed to their supervisor, Department Head or the Human Resource Department.

#### *B. Cost of Living Adjustments (COLA)*

The City may consider cost of living adjustments annually. The COLA is based on the change in the Consumer Price Index (CPI) and is dependent on City Council approval. Should an adjustment be approved, it would affect the pay scale as a whole, adjusting each range by the percentage amount granted. COLA adjustments will be effective on the first full pay period of July. Part-time employees may be eligible for cost of living adjustments only upon City Council approval.

#### *C. Merit Increases*

Employees may receive merit increases based on performance evaluations and according to availability of funds as allocated by the City Council through the budget process. During an employee's first year of employment or first year in a newly hired position within the City, an employee may be eligible for a pay increase at the completion of the Probationary Period as specified in Section 7.2(F) below.

## *7.2 Compensation Management*

### *A. Policy*

Compensation for City employees shall be equitable and competitive with the market and in accordance with the City's ability to pay. The compensation plan and pay rates shall be recommended by the City Manager/Personnel Officer, Human Resource Director and/or Job Classification Committee for approval by the Mayor and City Council.

### *B. General Wage & Salary Adjustments*

It is the intent of the City to consider prevailing practices related to cost of living and market trends in establishing wages and salaries which constitute the formal pay schedule. The amount of the rate changes will ultimately be based upon the anticipated affect(s) upon the City budget. The Personnel Officer, based upon final Mayoral and Council approval and after a public hearing process, will make final recommendations of any changes to the salary scale. Where general, across-the-board adjustments are approved, the change will be effective on a date determined and approved by the City Council. General adjustments may affect the pay scale only, thus shifting the pay of all employees in relation to the midpoint.

### *C. Cost of Living vs Market*

Adjustments to the salary schedule may be determined periodically through analysis of market trends in comparison to cost-of-living. This may be done once per year and the City may utilize either market survey results or cost-of-living index data (federal) or a combination of both. All employees, regardless of employment status, except those being red circled (frozen), shall receive the benefits of such general COLA adjustments to the pay plan.

In determining the total compensation for any particular position, employee benefits must be considered. Thus, an employee's base salary plus cost of benefits constitutes total employee compensation. In comparing benefit packages provided in the labor market, the City may evaluate both level and cost of benefits or other factors as deemed appropriate.

### *D. Hourly Rates*

Temporary full time and all part time, seasonal and emergency employees shall be paid at an hourly rate no higher than that which is established for the position classification.

### *E. Initial Appointment*

Initial appointments to positions assigned to salary ranges on the compensation plan shall normally be at the minimum rate of the salary range. Exceptions may be allowed if:

1. An employee cannot be recruited for the position at the beginning rate, or
2. The qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals

currently being paid at the same rate. In determining placement on the pay plan under exception two, a newly hired employee may receive one percent for every year of directly related experience which exceeds the number of years required to meet the minimum qualifications, except that initial placement may not exceed 95% of the midpoint of the pay range. Exceptions for Exempt initial appointments may be considered for approval by the Personnel Officer by means of written justification showing extraordinary circumstances or unique market challenges in filling Exempt positions.

Current City employees who are awarded new jobs through the recruitment process may receive one percent for each year of directly related experience which exceeds the number of years required to meet the minimum qualifications, except that initial placement may exceed the midpoint of the pay range if the employee has over seven years of experience with the City. The Human Resources Director shall monitor recommended starting rates for compliance to policy and must inform the City Manager/Personnel Officer and Mayor and Council of appointments that are recommended to be made at rates higher than the midpoint.

#### *F. Probationary Period*

All newly hired employees of the City are required to complete a six-month probationary period. During the six-month period the supervisor shall conduct one or more formal performance appraisals. At the conclusion of this probationary period and being retained the employee will be eligible for up to a three percent (3%) increase on the salary range, provided they are retained as an employee and have satisfactory performance reviews from the immediate supervisor or Department Head. Successful completion of the probationary period results in the award of "regular" status to the employee, part-time or full-time.

#### *G. Promotion Probationary Period*

Upon being promoted to a position in a higher classification (job track promotions), regular employees are assigned a review date not to exceed six months from the date of promotion. On the date of promotion, the employee will be eligible for at least a three percent (3%) increase within the salary range. The employee shall retain the increase and the promotion, provided they demonstrate the expected level of competence required to perform the higher-level position and receive a satisfactory performance review from the immediate supervisor or Department Head. The amount of the pay increase may exceed 3% if adjusting to the minimum for the new pay range exceeds the 3% rule. If the promoted employee fails to perform satisfactorily, termination could occur if there are no position vacancies for which the employee is qualified.

#### *H. Pay Progression*

Progression through the various pay ranges within the salary and wage scale shall be based upon the recommendation of the Department Head and the Human Resource Director with final approval given by the City Manager/Personnel Officer. In making recommendations for pay progression, the Department Head shall consider compliance with city policies and procedures, performance, level of competence and job knowledge.

	Performance Score				
	<3	3-3.5	3.5-4	4.1-4.5	>4.5
	Performance Adjustment				
Employee pay rate falls below midpoint. Increases are added to the Base Pay.	0.00%	1.50%	2.00%	2.50%	3.00%
	Performance Incentive				
Employee pay rate falls at or above midpoint. Increases are added to the Base Pay.	0.00%	1.00%	1.00%	1.00%	1.00%
Employee pay rate falls at or above midpoint. Award treated as a onetime bonus.	0.00%	0.00%	1.50%	2.00%	2.50%

*I. Minimum to Midpoint Progression*

Upon completion of the probationary period and receiving regular status with a pay adjustment, employees shall be assigned a new annual performance review date by the Human Resources Director. It is the objective of the City that employees acquire job skills that are considered full performance level within their job classification by the time they arrive at the midpoint of the pay range of the job classification in which they are hired to perform. It is the responsibility of the Department Head and immediate supervisor to identify the essential skills, competence, and quality of work that will satisfy the “full performance” requirement. "Full Performance" is generally achieved when the employee can perform virtually all aspects of the position's essential functions without supervision and with minimal errors. Employees, in conjunction with supervisors, shall develop a performance plan based upon achieving full performance competence. Full performance (or journey level for trades and crafts) should be achievable in five to seven years. Therefore, employees who progress at a normal rate may be recommended for increases in accordance with approved Pay Schedules for that position. At least four weeks prior to the annual review date, the supervisor shall conduct a performance review and prepare a written recommendation to the City Manager/Personnel Officer and Human Resource Director. Initiation of a request to increase pay lies solely within the discretion of the Department Head and is not a vested right of any employee. Such requests are normally considered annually in conjunction with the budget process but may be considered more frequently for the exceptional performer.

*J. Midpoint to Maximum Progression*

Compensation at the midpoint is considered market competitive. In order to be considered for increases beyond the midpoint, an employee must receive at least a standard rating on their annual performance evaluation. Each employee who meets this requirement may receive increases in accordance with approved Pay Schedules for that position, up to the maximum of the pay range. Upon achieving the maximum, the employee shall still be eligible for any general increase or adjustment to the pay plan (i.e., market, COLA, etc.) and for consideration for one-time performance incentives.

*K. Red Circle Rate*

This provision refers to the rate of pay for an employee whose pay falls above the current maximum salary for the pay range to which assigned, reclassified or transferred. Such employee(s) shall be placed on a salary freeze for a period not to exceed two (2) years and shall not be eligible for any general adjustment (COLA) given during the same period of time. During the two-year period, if the employee’s

rate of pay falls back within the assigned pay range, the freeze shall be lifted. If at the end of two years, the employee's pay rate still falls above the maximum of the pay range, that employee's pay rate shall be reduced to the maximum of the assigned position.

#### *L. Right to Grieve*

An employee may grieve their compensation under this compensation management plan in accordance with the City's grievance policy as outlined in this Handbook.

### *7-3 Promotion*

A promotion is defined as advancement to a higher ranked position. A reclassification is not considered a promotion. Employees who are promoted will begin a new probationary period for the new position related to work performance only. Employees who are promoted will advance to the salary range for that position. The promoted employee may advance to the minimum salary of the new salary range or receive a 3% increase, whichever is more. If the employee's qualifications and experience warrant, the employee will be eligible for an increase as provided for in section 7-2 Compensation Management Plan of this policy with City Manager/Personnel Officer approval. The City Manager/Personnel Officer shall approve all promotional salary increases. The employee's anniversary date will remain the same.

If a promoted employee is not successful in the new position within the probationary period, they may be placed back in the position held immediately prior to the promotion, or to another position, subject to availability and the employee's qualifications.

Employees are not eligible for promotions during their probationary Period unless the employee has prior years of service with a comparable/equivalent employer. Promotions during the probationary period require City Manager/Personnel Officer approval.

#### *A. Job Track Promotion*

To encourage the enhancement of job skills and upward mobility within a given job type, the City has established several job tracks wherein employees are expected and encouraged to progress through levels of the job track. Job tracks currently include:

1. Parks Service Worker I-II-III,
2. Streets Service Worker I-II-III,
3. Water Service Worker I-II-III,
4. Sewer Service Worker I-II-III (excluding WRF),
5. Mechanic I-II-III,
6. Facilities Worker I-II-III and
7. Police Officer I-II-III.

Other job tracks may be created upon approval of the City Manager/Personnel Officer. Progression along the levels of a job track is not automatic and is subject to an open budgeted position, posting of a promotional opportunity in the job track, as determined by the Department Head, the Human Resource Director and the City Manager/Personnel Officer, the submittal of letters of interest by interested persons who are in the job track, interview and review of qualifications by the Department Head and Human Resource Director, and approval of a promotion of an individual to the higher level by the Department

Head, the Human Resource Director and the Personnel Officer. Persons approved for promotion to a higher level in a job track shall not have to satisfy an Probationary Period.

#### *7-4 Reclassification*

The City evaluates each position and rates and ranks the position to a corresponding salary range, as established by the City's compensation model. The compensation model reflects internal and external equities while considering job knowledge, responsibility, difficulty of work and work environment based upon assigned duties.

When the duties and responsibilities of a position change significantly, the Department Head shall submit the draft job description to the Human Resource Director who will review and revise a new job description. The revised job description will be reviewed by the Human Resource Director for consistency and equity and to determine if the change in job duties warrants a reclassification to a higher rating and ranking and corresponding pay range. Reclassification of a position does not require the position to be reposted.

The Department Head shall include sufficient funds in the department's budget request for the subsequent year if the new salary range requires an increase in compensation for the affected employee. The effective date of any reclassification shall be after funds are appropriated by the City Council. A qualified employee in a position, which is reclassified to a higher salary range, shall be eligible for a salary adjustment to the minimum of the new beginning minimum salary for the grade. If the employee's qualifications and experience warrant, the employee may receive higher than the beginning minimum salary for the grade of the position with the approval of the Department Head, Human Resource Director and the City Manager/Personnel Officer. If the position is reclassified to a lower salary range, the affected employee's salary will remain the same and may be red circled if above the maximum of the new salary range.

All reclassification adjustments in excess of the base salary of the salary range must be justified in writing by the Department Head and submitted for review and recommendation by the Human Resource Director for approval by the City Manager/Personnel Officer. In all instances, particular attention should be given to the impact the proposed reclassification will have on existing employees.

Reclassification may take place at any time during the budget year. Reclassification adjustments will become effective upon the date the employee is approved for the reclassification. Department Heads must take into consideration the budget impact and get appropriate budget approvals for non-budgeted reclassifications.

#### *7-5 Reorganization*

A reorganization occurs when an existing position or job is completely eliminated, and the incumbent employee is without a position or job. The incumbent can then be assigned to a vacant funded position for which they are qualified, if available.

Newly created jobs, as distinguished from the addition of duties to a current job, that include titles and salaries are not considered to be reorganizations. The hiring policy must be followed for these positions.

All reorganization adjustments in excess of the base salary of the salary range must be justified in writing by the Department Head and submitted to Human Resources for approval by the City Manager/Personnel Officer. In all instances, attention should be given to the impact the proposed reorganization will have on existing employees.

Reorganizations may take place at any time during the budget year. Reorganization adjustments will become effective upon the date the employee is approved for the new position. Department Heads must take into consideration the budget impact and get appropriate budget approvals for any reorganization.

### *7-6 Demotion*

A demotion is defined as either a voluntary or involuntary pay grade change that places the employee in a lower pay range than their current pay range status. An employee who is demoted may have their salary reduced by the percent of promotional increase received when they were promoted to the position. If the employee being demoted has not been previously promoted with the City, their salary will be red circled if it is above the salary range maximum of the new pay range. The employee's salary will remain red circled until the salary range maximum of the new grade is increased. The City Manager/Personnel Officer shall approve all demotion salary changes.

An employee that has been demoted will be placed on a six-month probationary period. At the end of that probationary period, a performance evaluation will be conducted to determine the employee's ability to perform the job.

### *7-7 Involuntary Transfer*

An involuntary transfer is defined as a move from one department or division to another, when the employee retains the same or lower job grade. If a transfer is made in conjunction with a demotion/disciplinary action, refer to "Demotion" above. In the case of demotion or transfer to a position of lower grade, the salary shall be red circled if it is currently above the grade being demoted until the grade catches up to the current salary. Department Heads may transfer employees within their Department with the approval of the Human Resource Director and City Manager/Personnel Officer. If a transferred employee is not successful in the position, they may be placed back in the previous position held immediately prior to the transfer or another position, subject to availability and the employee's qualifications.

### *7-8 Acting Positions*

An employee is eligible for extra duty pay whenever they are requested in writing by the Department Head to temporarily perform the duties of a position that is vacant or in which the regular worker is on a leave of absence other than vacation or compensatory time off beyond sixteen (16) calendar days and the position is of a higher classification than that in which the extra-duty employee is currently working. The employee shall receive the salary rate of the higher classification for the time spent performing the extra duties. In such cases, the employee will be paid at an appropriate salary schedule of the higher classification to ensure an increase of not less than three (3%) of the employee's current salary. In no case shall the salary exceed the top salary of the higher classification. The salary increase will be commensurate with the employee's education, experience, and scope of the new job duties. The Department Head shall submit a Personnel Action Form reflecting the salary increase. The Department Head shall also complete a new Personnel Action Form to ensure the salary increase terminates as soon as the additional job duties cease.

A person appointed in an acting capacity shall be eligible to receive merit increases in their regular position during the acting appointment but shall not be entitled to merit increases in the position which is held in an acting capacity. Should the merit increase occur while the employee is in the acting position, the merit increase will be delayed until the employee is returned to their regular pay, at which time a retroactive merit



increase will be granted. If the employee successfully completes the temporary work assignment, the time in the temporary capacity will count towards any required probationary period. Extra duty pay will cease when the individual is no longer performing the extra duties.

### *7-9 Abandonment of Position*

Unauthorized absences by an employee may constitute cause for termination. An employee who fails to call their supervisor and/or Department Head for three (3) consecutive working days or shifts or for three (3) nonconsecutive days in any three (3) month period to report their absence and to request that the absence be recorded as authorized may be deemed to have voluntarily abandoned their position at the end of the employee's regularly-scheduled shift on the third day and may have their employment with the City terminated. The Department Head with the consent and approval of the Human Resource Director and the City Manager/Personnel Officer shall inform the employee of termination action in writing. Unless the employee is at-will, on probationary status, part-time or seasonal, the employee has the right to appeal within ten (10) calendar days of receipt or delivery of the termination notice.

Note: All references in this Handbook are in calendar days unless otherwise noted.

### *7-10 Reduction in Force*

When it becomes necessary for a reduction in force, the City will notify regular full-time and part-time employee(s) within the positions to be eliminated in writing of the reduction in force at least sixty (60) calendar days before the planned layoff. Employees will be placed on paid leave for the 60-day duration. Employee benefits will continue through the end of the month after the 60-day paid leave ends.

#### Process

The City Manager/Personnel Officer, after conferring with the affected Department Heads, shall layoff the necessary number of employees according to the procedure outlined below:

1. The City Manager/Personnel Officer shall determine which positions must be eliminated and have the least impact upon the City and the delivery of services to its residents.
2. The City Manager/Personnel Officer shall then determine which employees occupying positions within the same class of positions to be eliminated shall be laid off. Employees holding emergency, temporary, and probationary positions shall be laid off first. The City Manager/Personnel Officer shall consider for elimination those employees whose most recent performance evaluation have overall "unsatisfactory" performance ratings, if such ratings are current and available. Following termination of employees with "unsatisfactory" performance evaluations, the City Manager/Personnel Officer shall determine which additional employees occupying the affected positions, if any, shall be laid off. In case of the elimination of a position occupied by several employees having essentially equal skill, training, education, and performance evaluation ratings, preference will be given to the employee(s) having the most seniority (length of full time service in the current term of employment with the City) compared to other employees occupying the position to be eliminated. The City Manager/Personnel Officer will next review performance evaluations and retain employees with a higher overall performance rating. If equal, seniority will be used to determine the employee(s) who will remain employed. When the position to be eliminated has been selected, the City Manager/Personnel Officer shall notify the affected employees in writing. The immediate supervisor and Department Head will notify the employee(s) verbally of the position elimination.

3. Employees will not be allowed to “bump” (a re-assignment of jobs based on seniority) other employees out of their current positions.
4. Employees laid off under the provisions of this section, who leave the City in good standing, with an overall satisfactory performance review rating and who are not subject to disciplinary actions at the time of termination, may be reinstated if their same position or a position identical in scope of responsibility, education, experience and training, pay grade, and job duties becomes available within one (1) year of the employee’s termination. It is the terminated employee’s responsibility to notify the Human Resource Director when they are interested in being considered for an open position other than a position identical to the job they previously held. The laid off employee will be required to go through the established interview process for positions other than a “reinstatement” to a position they previously held.
5. Employees assuming work positions at a lesser salary grade shall be paid according to the grade of the position assumed, regardless of the previous compensation paid to the employee. The Department Head will determine if the employee’s current salary is appropriate.

### *7-11 Separation Pay*

When classified employees are separated from City employment as a result of a reduction in force, or through no fault of the employee, and the circumstances require immediate action by management, thereby not permitting a two (2) week notice, the employee shall be paid two (2) weeks’ separation pay in lieu of two (2) weeks’ notice.

### **Statutory Appointees**

Statutory appointees who lose re-appointment or are otherwise terminated without cause shall be entitled to separation pay as follows:

1. Subject to the employee’s execution and no revocation of a separation agreement and release of all claims in a form acceptable to the City, two (2) weeks of pay, at the employee’s base rate of pay, for every year of service in the appointed position with a maximum of twelve (12) weeks total separation pay (unless otherwise obligated by contract);
2. Appointees who resign their employment or are terminated for cause shall not be eligible for separation pay;
3. Benefits shall be calculated based upon the appointee’s gross rate of pay as of the date of termination (but without overtime, bonus, or other compensation), and any pay shall be subject to applicable payroll withholding taxes;
4. Appointees subject to this section shall additionally be entitled to receive employee health insurance benefits through COBRA, to the extent paid by the City during the appointee’s employment, for a period of time calculated by the same formula established in this section, for a period not to exceed twelve (12) weeks.

### *7-12 Longevity Pay*

Classified employees, statutory appointees and contractual employees may receive longevity pay after completion of five (5) years of employment. Longevity pay will be reviewed annually by the City Manager/Personnel Officer during the budget process and is subject to the City’s financial situation. Longevity pay will only be available if approved during the budget process and is not a guaranteed pay.

Longevity pay, if approved, is as follows:

1. 1% of base annual salary upon completion of five (5) full years of continuous service;
2. 2% of base annual salary upon completion of ten (10) full years of continuous service;
3. 3% of base annual salary upon completion of fifteen (15) full years of continuous service;
4. 5% of base annual salary upon completion of twenty (20) full years of continuous service.

Nothing in this Section shall be construed to alter or repeal the “at-will” status of all statutory appointees, who shall continue to serve at the pleasure of the Mayor and the City Council.

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## *Section 8 - Benefits*

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### *8-1 Benefits Overview/Disclaimer*

In addition to good working conditions and competitive pay, it is the City's intention to provide a combination of supplemental benefits to all eligible employees. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. The City continues to study and evaluate its benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

Below is a brief outline of the benefits programs the City currently provides employees and their families. The information presented here is intended to serve only as a guideline.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Human Resource Director. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, the City (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the City intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Human Resource Director.

### *8-2 Insurance - Medical, Dental & Vision*

Eligible employees may participate in the City's insurance programs. Under these plans, eligible employees will receive comprehensive health, dental and vision insurance coverage for themselves and their families, as well as other benefits, subject to the eligibility requirements and the terms, conditions, and limitations of any applicable plan documents.

All eligible employees must either elect health insurance coverage through the City sponsored plan or waive health insurance coverage and participate in the City's Health Reimbursement Arrangement Program.

Eligible employees may elect or decline insurance coverage when hired and may make changes to group benefit plans once each year during a specified period known as "Open Enrollment" or during the year with a qualified life event.

To ensure timely and complete coverage for employees and their dependents, it is the responsibility of the employee to complete and return all enrollment forms and applications by the date specified by Human Resources, but under no circumstances later than 30 days after hire in order for coverage to become effective. It is also the employee's responsibility to notify Human Resources within 30 days of any qualifying life event, such as: marriage, birth, death, adoption or divorce. Failure to notify Human Resources of a qualifying life event within 30 days may result in loss of dependent coverage and/or personal financial responsibility for any claims paid for ineligible dependents. Domestic Partnerships may be eligible for coverage, contact Human Resources for details.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Employees may consult with Human Resources with any questions.

Eligible employment classifications are:

1. Full-time employees
2. 3/4 time employees
3. Introductory employees in the above classifications

Employees who provide proof of insurance under another employer sponsored plan may choose to waive the City's coverage. A portion of the City's insurance premium cost may be reimbursed to the employee through the Health Reimbursement Arrangement Program.

### *8-3 Health Reimbursement Arrangement (HRA)*

In accordance with City Council Resolution #13-93, the City of Moab wishes to equalize benefits given to its employees in the area of health care, for those employees who do not require health insurance because they are otherwise insured through an employer sponsored health insurance plan. The City has established a Health Reimbursement Arrangement (HRA) for those employees covered under another employer sponsored health insurance plan. The maximum amount any employee may receive during any one year period into the HRA shall be equal to the amount the City would have paid in insurance premiums for that employee during that year. All reimbursements for medical or insurance premium expenses will be in accordance with Internal Revenue Service guidelines and statutes and will be administered by a third party of the City's choosing. Employees may be required to provide proof of other coverage.

Changes in dependent eligibility should be reported in accordance with the health insurance procedures.

### *8-4 Life Insurance*

The City provides a life insurance benefit of \$25,000 for the City employee, \$2,000 for a spouse or dependents. All Full-time and 3/4 time City employees are eligible for this life insurance benefit. Additional life insurance is available for eligible employees and their families as an option and is paid by the employee. Additional information can be obtained from the Human Resource Department.

### *8-5 Long-Term Disability Benefits*

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between the City of Moab and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this Handbook for more information.

Subject to the terms and conditions established and controlled by the plan provider and/or other disability plan provider(s), the City sponsors long-term disability insurance coverage for employees in eligible classifications for the purpose of providing income protection against the loss of an employee's ability to work and earn income for periods of time exceeding 90 days. All full-time and 3/4 time employees are eligible. The City currently pays for the premium cost(s) associated with the respective long-term disability insurance plan and policy provisions for covered employees.

### *8-6 Short-Term Disability Benefits*

Full-time employees are eligible to participate in the short-term disability plan, subject to all terms and conditions of the agreement between the City and its insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this Handbook for more information.

Subject to the terms and conditions established and controlled by the plan provider and/or other disability plan provider(s), the City sponsors short-term disability insurance coverage for employees in eligible classifications for the purpose of providing income protection against the loss of an employee's ability to work and earn income for periods of time of less than 90 days. All full-time and 3/4 time employees are eligible. The City currently pays for the premium cost(s) associated with the respective short-term disability insurance plan and policy provisions for covered employees.

### *8-7 Workers' Compensation*

On-the-job injuries are covered by the City's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor or Department Head. Failure to follow the City's procedures may affect the ability of the employee to receive Workers Compensation benefits.

Work-related injuries or illnesses may be covered under the City's Worker's Compensation insurance. Specific benefits are by law and the City's insurance policy.

To be considered work-related, the injury or illness must arise from and occur in the course of employment.

1. When authorized by a physician, medical expenses related to the work-related injury or illness (including doctor, hospital, surgical, physical therapy, prescription medication, medical equipment and any out-of-pocket medical expenses), are covered.
2. Worker's Compensation also pays for wages lost as a result of an employee work-related injury or illness; however, there is a three-day waiting period. During the three-day waiting period, a regular employee may charge any absence to accumulated sick, vacation, or compensatory time.
3. Worker's Compensation pays 66 2/3% of an employee's average weekly wages and may be non-taxable up to a maximum amount as defined by Worker's Compensation. An employee may elect to charge up to one day of sick leave, vacation, or compensatory leave for each day of absence in an amount equal to the portion of the employee's total compensation, which is not paid by Worker's

Compensation benefits; however, in no case can the combination of sick leave and Worker's Compensation benefits exceed the employee's base pay. Once accrued leave has been exhausted, the employee will no longer accrue vacation, sick or holiday leave until they return to work, Service time in Utah Retirement Systems will continue while on Worker's Compensation.

4. The City employees who take time off work as a result of an injury sustained at other employment are not eligible to use any accrued sick leave while receiving workers compensation disability benefits based on other employment.
5. Under the provisions of the Family Medical Leave Act, an injured employee may have some rights to a period of job protection during a worker's compensation absence. Under this Act, the protected period could be up to 12 weeks, depending on the employee's use of any Family Medical Leave during the preceding rolling year. Regardless of the status of a worker's compensation claim, in the event an injured employee is unable to return to work upon expiration of any FMLA leave rights, the employee's appointment with the City may be terminated at the City's discretion and in accordance with the Americans with Disabilities Act and other applicable federal and state law.

When injured while on duty, an employee must:

1. Immediately obtain necessary treatment at a medical facility. If emergency medical treatment is needed, the employee should seek treatment at the closest medical facility.
2. Ensure that doctors who treat their injuries complete a medical report describing how, when and where the accident occurred, copies of which shall be sent to the Human Resource Director.
3. Immediately report the injury to their supervisor or Department Head. The supervisor shall be responsible for notifying the Human Resource Director. Claims not meeting statutory notification requirements can be denied under Workers Compensation laws. In all cases, employees must report any injuries or illnesses to the employee's supervisor immediately but in no event more than 24 hours after the first occurrence.
4. The job related injury shall be detailed on forms prescribed by the Utah Industrial Commission and the City. These forms must be completed and submitted to the Human Resource Director within three (3) days following the incident producing the injury.
5. An employee reporting an accident or injury while performing their duties on the date of the accident will be paid for that day.
6. Employees injured while on duty must submit to a drug test as prescribed by the City's drug testing policy.
7. Employees in safety sensitive positions returning after an extensive leave (30 days or more) must submit to a drug test prescribed by the drug testing policy.
8. It is the employee's responsibility to obtain a medical release form signed by a doctor. The employee is to report to work as permitted by the medical release form.
9. Upon receipt of a medical release form, a supervisor will review with the Human Resource Director the doctor recommendations and consider available work assignments. Depending on availability, light duty work assignments may or may not be allowed. The City also reserves the right to pay for a second or third opinion from medical professionals of its choice.
10. A copy of the medical release form needs to be submitted to the supervisor and a copy submitted to the Human Resource Department prior to returning to work.
11. Upon return from a Workers' Compensation leave, the City will accommodate an employee's return to their original or an equivalent position whenever possible. If any employee fails to report to work promptly at the end of the approved leave period, the City will assume the employee has resigned.
12. An employee who returns to work from Workers' Compensation and whose performance is unsatisfactory may be subject to disciplinary action according to the provisions of this Handbook.

13. The City reserves the right to act in accordance with its own safety and risk management policies to determine appropriate action with respect to the workforce, procedures, internal controls, and even disciplinary action, in order to enforce its own safety and risk management policies.
14. As provided by applicable state law, the City retains the right to pursue any and all available legal actions against any third party to recover workers compensation costs for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.
15. Health insurance benefits shall continue for an employee on leave without pay while receiving workers compensation benefits not to exceed twelve (12) weeks. The employee is responsible for the payment of the employee share of the premium. Insurance will be terminated after 30 days of non-payment of employee share of premiums.
16. If the employee is unable to return to work in the regular position and perform essential job duties (with or without reasonable accommodation as required by law) after six months cumulative leave in a 24 month period, or if documentation from one or more qualified health care providers clearly establishes that the employee has a permanent condition preventing the employee from returning to the last held regular position and perform essential job duties (with or without reasonable accommodation as required by law), or if the employee refuses to accept appropriate employment offered by the city, the employee may be separated from city employment unless prohibited by state or federal law. Prior to any termination of employment, the City will engage in the interactive process with an injured worker who suffers from a disability to assist the employee in returning to work, as required by the Americans with Disabilities Act.

#### *8-8 COBRA*

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, retirement, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; a dependent child no longer meeting eligibility requirements; and termination of Family or Medical Leave.

Subject to the terms and conditions of the group policy and applicable legal standards for extensions of insurance coverage under the law, employees, their spouses, dependents, and divorced or separated spouses may continue the group insurance plan benefits for periods of time beyond the last date of work of the employee for the City. The terms, limitations, conditions and length of extensions of coverage are specific in each individual case. Employees, dependents, spouses and ex-spouses are encouraged to direct any questions to the Human Resources Department. Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates plus a 2% administration fee.

The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employee's rights and obligations.

Retirees, who meet the conditions for retirement as determined and defined by the Utah State Retirement Board, may elect to continue their health insurance coverage upon retirement. Retirees will be required to pay the full premium for this insurance group coverage, plus a 2% administration fee, under COBRA, for a period of up to eighteen (18) months.



Continuation of health insurance coverage must be coordinated with the City under the terms and conditions established by and through the Plan Provider. Employees interested in more information about the continued health insurance coverage under this policy should contact the Human Resource Department.

### *8-9 Retirement Plan*

The City offers retirement programs to employees in eligible employment classifications, which are funded in part by the City, and in part by those eligible employees. Eligible employment classifications are specific to each type of program, subject to the terms and conditions as described in this policy.

#### *A. Utah Retirement Systems (URS)*

The Public Employees Retirement System is a retirement plan intended to provide a meaningful retirement benefit to City employees who have chosen a career in public service. Subject to the terms, conditions, and limitations as defined and regulated by the Utah Retirement Board, the City provides coverage for employees in eligible employment classifications in the Utah Retirement System.

Appointed and elected employees who began working before July 1, 2011 may be eligible to opt out of the URS. Non-benefited temporary or part-time (<30 hours/week) employees are not eligible for the URS. Eligible employees must work a minimum of 30 hours per week and receive benefits from the City.

#### *B. Benefits Paid*

The amount of benefit paid is determined by the employee's hire date, age, years of service credit, final average salary and a benefit formula designed by the Utah Retirement System. The URS has designated two categories of employees according to enrollment date. Once an employee is enrolled in the URS as either a Tier 1 or a Tier 2 employee, the employee will keep that designation, even if the employee stops working for a participating employer for a period of time and then returns at a later date.

#### *C. Tier 1 Employees*

Employees initially enrolled in the Utah Retirement System before July 1, 2011 are classified as Tier 1 employees. The City will pay the full URS Tier 1 rate for eligible employees. All City employees are enrolled in the Noncontributory System.

#### *D. Noncontributory System*

If an employee leaves employment covered by the Utah Retirement System, the employee is not eligible for a refund, but the employee's retirement funds will remain in their account and the employee will receive a benefit when they retire. Benefits are vested after four years of service.

#### *E. Tier 2 Employees*

Employees initially enrolled in the Utah Retirement System on or after July 1, 2011 are classified as Tier 2 employees. The City will pay the required URS Tier 2 rate for eligible employees.

Tier 2 employees may choose between a defined contribution or a hybrid plan which are described below. Employees have one year after employment begins to make this irrevocable choice of plans.

#### *F. Defined Contribution Plan*

The full City contribution will be put into a 401(k) account administered by the URS. Employees may elect to make voluntary contributions as well. Employees in this plan become vested after four years of service.

#### *G. Hybrid Plan*

This plan is a combination defined benefit (pension) and defined contribution. As long as the defined benefit rate remains below ten (10) percent for public employees, employees will receive the difference between the ten (10) percent of the required contribution rate into a 401(k) account administered by the URS. If the defined benefit rate reaches or exceeds ten (10) percent, employees will no longer receive any of this amount into a 401(k) account.

In addition, if the defined benefit rate exceeds ten (10) percent, employees will be required to pay the portion of the contribution amount above these rates. Employees on this plan may elect to make voluntary 401(k) contributions as well. Employees in this plan become vested after four years of service.

#### *H. URS 401(k) Plan*

Any eligible employee that is active in the Utah Retirement System may participate in the URS 401(k) plan in accordance with federal and state law contribution limitations.

#### *I. URS Account Access*

Employees may access their Utah Retirement System account at [www.urs.org](http://www.urs.org). Employees can login to “my URS” which will display the employee’s years of service and account information. Employees can also view account statements, update their address and beneficiaries and print forms.

For additional information regarding Utah Retirement System accounts, contact the URS or the Human Resource Departments.

### *8-10 Social Security*

All employees are covered under the federal social security program. Social security is designed to provide supplemental income to workers who retire. Social security was not designed to provide retirement income which will maintain a recipient at a lifestyle attained during working years.

### *8-11 Wellness Program*

The City offers a wellness program to encourage employees to stay physically fit and maintain good health. This program is paid for by the City and administered by a third party for the employee’s benefit. It is a voluntary program for appointed, regular and  $\frac{3}{4}$  time employees. The program has the following objectives:

1. Enhance quality of life for employees and family members;
2. Improve morale, motivation and personal development;
3. Strengthen interpersonal relationships;
4. Lower health, life and disability insurance costs;
5. Decrease work-related injuries and workers' compensation costs; and reduce use of sick leave and absenteeism.

The City reserves the right to modify the program at any time. Some wellness program benefits may be taxable. For more information, contact the Human Resource Department.

### *8-12 Fitness / Wellness Benefit*

Classified employees, statutory appointees, and contractual employees will be granted once a year a Moab Recreation and Aquatic Center Family Aquatic and Fitness pass free of charge. The pass is restricted to the uses stated on such pass and will have an annual term that does not exceed the term of their employment. Employees may elect an alternate annual benefit of a \$100 direct reimbursement to the employee upon proof of membership with another fitness center provider or wellness program.

Moab Recreation and Aquatic Center employees will receive a single Aquatic and Fitness Facility pass - free of charge – for the employee's use, with an annual term that does not exceed the employment term.

### *8-13 Clothing Allowance*

It is the policy of the City to assist employees with job related costs of uniforms and clothing accessories mandated by the City. The City at its sole discretion will provide the necessary clothing and equipment. The intent of this program is to ensure employees maintain clean, neat, and proper uniform and appearance in their role(s) of representing the City and its reputation and interests.

The purpose of the clothing and accessories allowance is to cover the acquisition, repair, cleaning, upkeep, and replacement of required and appropriate uniforms and clothing accessories as may be directed and controlled through employees' respective departments and Department Heads.

The following are those departments and uniform allowances which shall be paid to covered employees monthly:

#### *A. Public Works Department*

Each employee who is determined by their supervisor to be involved in work which requires or warrants protective clothing, will be provided clean coveralls and other proper safety gear/wear as determined by their supervisor. In lieu of a clothing allowance, the department will annually provide shirts and up to a \$160.00 reimbursement for purchased safety-toed boots. To receive a steel-toed boot reimbursement, employees must submit proof of purchase including vendor and purchase price to Accounts Payable.

All new Public Works Employees will receive at the time of hire, the following equipment items:

1. Five (5) Work Shirts

2. One (1) Retro Reflective Coat
3. One (1) Coveralls
4. Boots (up to \$160). Any amount in excess of the \$160 will be the personal responsibility of the employee as an upfront cost. Payroll deductions are not available for personal expenses.

Public Works Employees will receive a replacement Retro Reflective Coat and Coveralls every other year of employment.

*B. Field Personnel*

Each employee who is determined by their supervisor to be involved in work which requires or warrants protective clothing, will be provided clean coveralls and other proper safety gear/wear as determined by their supervisor. In lieu of a clothing allowance, the Department will annually provide shirts, pants, and steel-toed boots.

*C. Police Department*

All Moab City Police Officers who receive a uniform allowance will receive the total distribution of their designated allowance on or about the first pay cycle of each fiscal year. Employees hired after July 1st of any year will have their uniform allowance prorated based upon their hire date. All uniform allowance distributions will be non-taxed as these funds are provided specifically for the purchase and maintenance of official Moab City Police Department uniforms and/or equipment.

All newly sworn Moab City Police Officers will receive, at the time of hire, the following equipment items:

Duty Belt	Ballistic Vest Outer Carrier with MOLLE Pockets
Belt Keepers	Uniform Shirts (2)
Magazine Pouch	Class A Uniform Pants
Radio Holster	Class A Tie
ASP	Class A Boots
ASP Holster	Class A Basket Weave Cuff Case
Uniform Pants (2)	Class A Uniform Shirt
Duty Boots	Class A Tie Bar
Inner Belt	Class A Basket Weave Belt
Holster	Class A Basket Weave Magazine Pouch
Handcuffs (2)	Class A Belt Keeper
Cuff Case (2)	Class A Holster
Flashlight	Class A Name Tag, Silver
Flashlight Holster	Moab Police Badge
Ballistic Vest with 2 Inner Carriers	

Moab City Police Officers will be provided replacement ballistic vests on or near the expiration of their existing vests.

### *8-14 Employee Assistance Program*

The City has elected to fund an employee assistance program to assist employees and their dependents in addressing and facilitating solutions for:

1. Marital difficulties
2. Family problems
3. Personal emotional difficulties
4. Legal issues
5. Financial problems
6. Referrals to medical professionals
7. Alcohol/drug abuse
8. Critical incident counseling etc.

All full-time and 3/4 time City employees and dependents are eligible and can utilize the employee assistance program voluntarily to receive counseling and facilitate solutions. This service is offered at no charge to the employee or dependents and is a confidential program.

### *8-15 Education Assistance*

The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The City's Educational Financial Assistance program encourages personal development through formal education so employees can maintain and improve job-related skills.

1. The City may provide educational financial assistance up to seventy-five (75%), but not to exceed \$2,000, of the cost of tuition, fees, and books per year to eligible employees, depending upon annual budget appropriations. Only full-time or 3/4 time employees that have completed their probationary period are eligible to participate in this program.
2. To maintain eligibility, employees must remain on active payroll and perform their job satisfactorily through completion of each course. Educational financial assistance is limited to courses required for a college degree, provided that the degree relates to the employee's career path.
3. The City has sole discretion to determine approval for any educational financial assistance requested. Approval must occur first through the Human Resource Director and next through the City Manager/Personnel Officer prior to enrollment in the course.
4. Pursuant to this policy, costs of tuition, fees, or books will be disbursed upon successful completion of the approved course. Where a grade is given, the employee must successfully complete the course with a grade of "B" or better. If the course is on a pass/fail basis, the employee must pass the course to qualify for reimbursement. The employee must submit a request for reimbursement along with documentation of successful completion of the course to the City Manager/Personnel Officer within 30 calendar days of completion of any approved course.
5. If an employee separates from City employment within one year of completing any course for which the employee received reimbursement, the amount of educational financial assistance for that course shall be deemed a loan and will be deducted from the employee's final paycheck. Employees must agree to sign a promissory note if the final paycheck is insufficient to repay the loan in full. The terms of which will be: a negotiated monthly payment; 0% interest; and full repayment of the outstanding balance within one year of the employee leaving employment with the City.

6. The City may pay 100% of education costs when the course is necessary for an employee's current job, and the course is limited in both time of offering as well as length (e.g. one-day seminar or a one-week training and certification course). The City may also pay 100% of the education costs for certain occupations where ongoing education is necessary to maintain a certification or continuing education required by the State, City, or professional organization to which the employee belongs. Employees are not required to reimburse the City for these costs upon separation from the City.

### *8-16 Hepatitis Vaccination*

All employees who are currently, or who will in the future be employed in the following listed positions are required to be vaccinated against the Hepatitis virus in whatever manner is determined by the City to be most appropriate. If a present or future employee elects not to have the appropriate vaccinations against the Hepatitis virus, they must sign a Hepatitis Vaccination Release Form (see Forms) releasing the City from any liability with regard to their contracting the Hepatitis virus and any and all costs associated with their contraction of that disease. The employees who will be affected by this policy are those who currently, or in the future will, fill the following positions:

1. Sworn Officers in the Police Department,
2. Employees of the Water and Sewer Department, and
3. Other employees as deemed necessary by the City Manager/Personnel Officer.

Employees under 18 years of age need parental approval to receive the vaccinations.

### *8-17 Commercial Driver's License*

Any employee that drives equipment over 26,000 pounds in weight, or which carries hazardous materials or 16 or more passengers, shall obtain a Commercial Driver's License (CDL). The procedures to be followed in obtaining a CDL include taking a written test, a driving test, and obtaining a DOT medical card, which requires a physical examination. The City will pay the costs of obtaining a CDL for employees in positions that require a CDL license. This includes the cost for the CDL driver's license testing which is over and above regular license fee, and the cost of the physical examination to obtain and maintain the DOT medical card. Each department is required to maintain a current list of positions within each department which require a CDL, as well as any necessary endorsements. The City will pay the total amount for required endorsements, i.e. tanker, hazardous materials, etc., if required by the employee's position, but will not pay for endorsements which are not required by the employee's position with the City. Employees with CDL licenses should refer to the Federal Motor Carrier Safety Administration: Requirements and Penalties.

### *8-18 Phased Retirement*

This is an optional program within URS that allows continuing employment on a half-time basis of a retiree with the same participating employer following the retiree's retirement date while the retiree receives 50% of the retiree's monthly retirement allowance.

#### *A. Phased Retirement Eligibility*

Beginning on July 1, 2020, the City of Moab elects to offer Phased Retirement to willing, eligible retirees under the terms and conditions outlined in this policy, each agreement between a Phased Retiree and the City, and Utah Code, Title 49, Chapter 11, Part 13.

### *B. Participation*

The Employee shall:

1. Be eligible to retire, based upon the specific age and service credit requirements for the employee's retirement system, and actually retire with URS;
2. Have been employed full time for at least four years with the City immediately before the retiree's retirement date;
3. Be approved for Phased Retirement and enter into a Phased Retirement agreement with the City; and
4. Prior to the retiree's retirement date, complete and submit all required Phased Retirement forms with URS.

### *C. Phased Retirement Approval Standards and Process*

1. An employee who is considering participating in Phased Retirement is strongly encouraged to discuss this possibility with the employee's supervisor, manager, and the Human Resources Department with as much advance notice as possible to help facilitate preparation that may be necessary for the future approval of the request, including appropriate revisions to business plans, approved Full Time Equivalent (FTE) head counts, and budgets.
2. An employee, in consultation with the employee's supervisor, shall prepare a written request to participate in Phased Retirement. The request shall cover the material elements of the written agreement listed below in Subsection E of this Section.
3. Each request to participate in Phased Retirement shall be reviewed on a case by case basis to determine if the request fills a legitimate business need and is beneficial to both the City and the retiree, such as:
  - a. Completing a specific project;
  - b. Maintaining business continuity by mentoring and training the retiree's replacement or other employees; or
  - c. Filling workforce needs relating to a market sensitive or other hard to fill position.
4. The Phased Retirement position may be the Phased Retiree's pre-retirement position or another position for which the Phased Retiree has the education, knowledge, skills, and ability to perform.
5. If multiple requests to participate in a limited Phased Retirement position cannot all be accommodated, the Phased Retiree with the best education, knowledge, skills, ability, performance, and attendance shall be selected.
6. Approval of a Phased Retirement request is conditioned on the review and approval of the following individuals or their designees:
  - a. Employee;
  - b. Employee's supervisor;
  - c. Employee's Department Head;
  - d. Human Resource Director;

- e. City Attorney; and
  - f. City Manager/Personnel Officer.
7. The Human Resources Department shall complete and submit all required Phased Retirement employer forms or reports to URS, including:
- a. Notifying URS within five business days if the City enters a Phased Retirement Agreement with a retiree;
  - b. Completing any required employer notifications, applications, or certifications; and
  - c. Reporting any change in status of the Phased Retirement to URS.

#### *D. Time limits and other restrictions*

1. The specific business needs and benefits to the City and the retiree upon which the Phased Retirement are justified shall be the basis for the Phased Retirement's authorized time period, provided that one year is the maximum Phased Retirement period.
2. Phased Retirement may be extended for additional subsequent periods of a maximum of one year each, subject to review and approval of the agreement renewal and any modifications in accordance with Phased Retirement Approval Standards and Process provisions in Subsection 2 of this policy.
3. Phased Retirement shall be terminated immediately for a Phased Retiree's violation of this policy, the Phased Retirement Agreement, or any other City policies or standards of employee conduct upon which termination may be based in accordance with any required progressive discipline.
4. A Phased Retiree enters into Phased Retirement subject to the following potential adjustments or termination:
  - a. The City may modify or terminate Phased Retirement at any time, and for any reason, with 30 day written notice.
  - b. The Legislature specifically reserved the right to make adjustments to or terminate the Phased Retirement option created in statute, including:
    - c. Amending Phased Retirement eligibility, restrictions, scope, or duration provisions;
    - d. Closing phased retirement to additional retirees; or
    - e. Terminating Phased Retirement for all participating retirees.

The Phased Retirement statutes have a sunset date of July 1, 2021, but will require a legislative's committee review prior to the sunset. The committee could recommend extending the program with another sunset date, removing the sunset date, or terminating the program.

#### *E. Written Agreement*

1. Prior to working in Phased Retirement, the City and an eligible retiree shall enter into a written agreement, including provisions governing the following for the Phased Retirement:
  - a. Essential job functions and specific duties to be performed;
  - b. Expected deliverables and timelines;
  - c. Authorized time period;
  - d. Authorized time period renewal review date, if any;
  - e. Work schedule and hours of work;



- f. Eligibility and description of benefits;
  - g. Wages for the position; and
  - h. Any other restrictions, conditions, or arrangements.
2. The Human Resources Department, in consultation with the City Attorney, shall create and maintain a template written agreement for the City's use pursuant to the above provisions and as needed.

#### *F. During Phased Retirement*

1. A retiree shall begin Phased Retirement employment after the retiree's retirement date but no later than 120 days after the retiree's retirement date.
2. Phased Retirement shall be a continuous period; it cannot be paused or resumed again following termination.
3. The Phased Retiree receives 50% of the Phased Retiree's monthly pension allowance from URS, beginning with the retirement date. The Phased Retiree will not receive any cost-of-living adjustment (COLA) to the monthly retirement allowance while in Phased Retirement.
4. The City can only employ the Phased Retiree on a half-time basis. For most positions, this is defined by statute as requiring an average of 20 hours per week.
5. The City shall contribute the amortization rate, as provided in statute, to the URS system that would have covered the Phased Retiree if the retiree's part-time position were considered to be an eligible, full-time position within that system.
6. A Phased Retiree's eligibility to take distributions from defined contribution plans, including 401(k) or 457 plans, is determined by plan governing documents and federal law. Phased Retirement does not create any additional basis for taking distributions. Phased Retirees should contact their defined contribution plan administrator about eligibility for distributions, including in-service withdrawals after reaching a qualifying age or withdrawals during the termination of employment from the retirement date until the Phased Retirement begins.

#### *G. Benefits for Phased Retirees*

1. For employer-provided benefits that are paid out or take effect with retirement, the City shall treat a Phased Retiree in accordance with current City policies in the same manner as any other retiree, including payout of unused accrued annual and compensatory leave hours and the commencement of benefits based upon accrued leave balances.
2. During Phased Retirement, a Phased Retiree shall be treated in the same manner as any other part-time employee working a similar position and number of hours with the City, including non-retirement related benefits, leave benefits, medical benefits, and other benefits.
3. During Phased Retirement, a Phased Retiree may not receive any employer provided retirement benefits, service credit accruals, or any related retirement contributions from the employer.

#### *H. Termination of Phased Retirement*

1. The Phased Retiree and the Human Resources Department shall notify URS when Phased Retirement is irrevocably terminated.
2. City-provided benefits accrued during Phased Retirement that are paid out or take effect with termination, including unused accrued leave hours, shall be paid out by the City or treated in the same manner as for any other terminated employee in accordance with current City policies.

3. URS shall begin paying 100% of the retiree's retirement allowance on the first day of the month following the month in which URS receives written notification and any required supporting documentation that the Phased Retirement has been irrevocably terminated.
4. Any post-retirement reemployment with the City or another URS participating employer following Phased Retirement is subject to Utah Code Title 49, Chapter 11, Part 12, Post retirement Re-employment Restrictions Act. The post-retirement separation period begins with the termination date of Phased Retirement, not the original retirement date.

*I. References*

Utah Code, Title 49, Chapter 11, Part 12

Utah Code, Title 49, Chapter 11, Part 13

*J. Definitions*

Phased Retiree: An active participant in Phased Retirement.

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## *Section 9 - Leave Policies*

### *9-1 Paid Holidays*

Full-time employees may be paid for the following holidays:

New Year’s Day	Columbus Day
Martin Luther King, Jr. Day	Veterans’ Day
President’s Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Pioneer Day	Christmas Day
Labor Day	December 26 <sup>th</sup> -January 2 <sup>nd</sup>

Paid Holidays will be reviewed annually by the City Manager/Personnel Officer during the budget process. The City Manager will present the proposed holiday schedule to the City Council each year during the budget process for approval. Holidays are subject to change at the discretion of the City Manager/Personnel Officer and with the approval of the City Council.

When holidays fall or are celebrated on a regular workday, eligible employees will receive eight (8) hours pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive eight (8) hours pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of the City.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the City.

If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

For pay purposes, holiday time not actually worked will not be included for overtime calculation.

### *9-2 Vacation Leave*

The City provides vacation leave to eligible employees for the purpose of providing employees the opportunity to take paid time off from their job responsibilities in order to maintain a higher standard of mental, emotional and physical conditioning. This policy is intended to provide a benefit to City employees as well as to the City as an employer by fostering a healthy and productive workforce. Vacation is meant to be utilized as time away from work, not for an accumulated cash out program.

Classified employees, statutory appointees, and contractual employees earn vacation based upon the following accrual schedule:

	Hours/Pay Period	
	Exempt	Non-Exempt
<b>Upon Hire</b>	<b>4</b>	<b>3</b>
<b>Completion of 5<sup>th</sup> Year</b>	<b>5</b>	<b>4</b>
<b>Completion of 10<sup>th</sup> Year</b>	<b>6</b>	<b>5</b>
<b>Completion of 15<sup>th</sup> Year</b>	<b>7</b>	<b>6</b>
<b>Completion of 20<sup>th</sup> Year</b>	<b>8</b>	<b>7</b>

3/4 time employees are entitled to leave accruals, which will be extrapolated based on the percentage of hours worked compared to 40 hours per week.

*9-3 Vacation*

*A. Accrual*

1. A maximum of 240 hours shall be allowed to be accrued and carried forward from one year to the next. Accrual balances cannot be in excess of 240 hours, additional accruals will be forfeited.
2. Vacation accruals are based on hours worked per pay period. Accruals will cease if an employee is on leave without pay or worker’s compensation leave in excess of twelve (12) weeks.
3. If an employee transfers from non-exempt status to exempt status or from exempt status to non-exempt status during the term of employment, the employee will accrue vacation hours according to the schedule that corresponds to the new status, but in no case shall an employee lose vacation due to the change in status.
4. The City Manager/Personnel Officer reserves the right to negotiate vacation time upon hiring of Department Heads

*B. Use*

1. Vacation leave shall be requested and pre-approved by the employee’s supervisor. Advancing vacation leave to any employee is prohibited.
2. If a documented illness that would justify use of sick leave occurs while an employee is on vacation, that time may be counted against any accumulated sick leave if requested by the employee.
3. A holiday that falls during an employee’s vacation leave shall be counted as a paid holiday.
4. Exempt employees’ reporting of leave: Exempt employees shall report leave in eight-hour increments when practical; however, Exempt employees are not obligated to report leave time that will exceed 80 hours in each pay period.

### C. *Payment*

1. Payment for accrued vacation, up to 100 hours, shall be made upon favorable retirement, favorable termination of employment or death, and only if the employee has successfully completed their probationary period.

## 9-4 Sick Leave

### A. *Purpose & Policies*

Sick leave should not be viewed as a right to be used at the employee's discretion; rather, it is a privilege of paid time away from work duties in the event of one of the following circumstances:

1. Actual illness or injury of the employee that occurred away from the job setting, except where such injury/illness occurred in connection with off-duty (outside) employment;
2. The employee's exposure to a contagious disease;
3. Where the employee's medical attention to an immediate family member, as defined in these personnel rules, is required due to the immediate family member's illness or injury;
4. Medical or dental appointments of the employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's immediate family member is incapable of independently attending such appointments;
5. Emergency leave due to the death or imminent death of family members.

Immediate family includes the employee's parents, stepparents, children, step-children, siblings, grandparents, and in-laws.

1. Employees unable to fulfill normal work assignments due to illness or injury may or may not be allowed light duty assignments depending on availability.
2. Paid sick leave is a privilege and not a right of employment. Abuse of the sick leave privilege shall constitute grounds for disciplinary action.
3. Where a pattern of sick leave use is present, or a question arises as to the legitimate use of accrued sick leave, Department Heads have the right to investigate use of sick leave, make inquiry of the employee as to their ability to perform essential functions of the job, and otherwise request medical information be provided to the Human Resource Department.
4. Advancing sick leave to any employee is prohibited.
5. A medical release may be required before returning to work.

Employees, supervisors, and Department Heads are required to notify the City Manager/Personnel Officer and Human Resource Director whenever paid sick leave is used for a medical disability or serious health condition of the employee. A serious health condition means an illness, injury, impairment, or a physical or mental condition that involves an absence of three consecutive workdays or longer under the care of a healthcare provider, inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Employees should complete and submit to the employee's Department Head and the Human Resource Director a FMLA request form to be approved by the City Manager/Personnel Officer. This form is used to determine the employee's eligibility for FMLA leave, the effective date of any medical

disability or serious health condition of the employee and the period of available leave (paid and unpaid) benefit for the employee.

If the proper form is not completed, the City Manager/Personnel Officer will determine the effective date of any serious health condition and the period of available leave (paid or unpaid), based on the first date the employee was granted leave related to, and/or in connection with, the employee's medical disability or serious health condition.

### *B. Accruals and Balances*

Sick leave shall accrue at a rate of four (4) hours per pay period. No additional hours over the maximum of 480 hours shall be accrued.

### *C. Administration of Sick Leave*

1. In order to be paid for sick leave, an employee must notify the Department Head, or the person designated by the Department Head to receive such notice, within a reasonable time prior to the start of the work shift. For purposes of sick leave notification requirements and at the supervisor's discretion, cell phone text messages and online instant messaging may not be considered official notifications.
2. When it is established to the City's satisfaction that an employee is incapacitated because of sickness or injury to a degree that they would not be able to perform their duties safely, sick leave, if accumulated, will be granted, or if the employee does not have any sick leave, the time will be deducted from other leave balances or can be considered leave without pay.
3. When death occurs in the employee's immediate family, sick leave will be granted. Department Heads may approve an employees' use of sick leave to attend funerals.
4. Medical certification may be required to substantiate sick leave. In the event there is a reason to believe that an employee is abusing sick leave, the employee may be required to furnish medical certificates and a written statement of the reasons for any period of sick leave.
5. If an employee has been absent from duty because of sickness or injuries for a period of three (3) or more working days, the employee may be required to satisfy the City, with medical certification, that they can perform normal job functions prior to being permitted to return to work.
6. A job-related injury entitles an employee to use available sick leave to cover any waiting period prior to receiving Worker's Compensation benefits. In no instance shall the employee be entitled to sick leave pay and Worker's Compensation for the same period of disability or injury. Where applicable, the City may require that the injured employee assign any Worker's Compensation wage replacement benefits (exclusive of payments for medical expenses and the like) to the City in partial reimbursement for this benefit and to the extent necessary to prevent a double payment.
7. 3/4 time employees are entitled to leave accruals, which will be extrapolated based on the percentage of hours worked compared to 40 hours per week.

### *9-5 Sick Leave Compensation*

1. The maximum accrual shall not exceed 480 hours. All time accrued over 480 hours will be forfeited.
2. Unused sick leave is not compensable.

### *9-6 Leave Donation*

Employees may voluntarily and anonymously donate accumulated unused leave (vacation or sick leave) hours to the sick leave bank of the City to be used by an employee who has suffered an incapacitating major illness or injury, or family emergency, which has exhausted the employee's regular sick leave, vacation, and compensatory time accounts.

Eligible full-time City employees must have been employed with the City for one year or more and accumulated 40 or more hours of unused sick leave at the time of the request (or when the illness began) for extended sick leave compensation.

A maximum of 160 hours of extended sick leave compensation may be requested per rolling 12-month period.

#### **Rolling 12 Month Period**

A "rolling" 12-month period is measured backward from the date an employee uses any leave. Each time an employee receives sick leave compensation from sick leave donations, the remaining leave entitlement would be any balance of the 160 hours, which has not been used during the immediately preceding 12 months.

Sick leave bank hours are granted on an as-needed basis and may not be accrued. The employee must exhaust all personal leave prior to using any sick leave bank hours. No sick leave or vacation leave will be accrued while an employee is using sick leave bank hours.

All requests must be approved by the employee's Department Head, Human Resource Director and the City Manager/Personnel Officer. All donations are made on a confidential basis. Each case will be considered separately based upon the merits of the situation.

Sick leave bank hours will not be granted if the total number of hours reported in the pay period would exceed 80 hours including the requested sick leave bank hours.

Advancing sick leave to any employee is prohibited.

### *9-7 Bereavement Leave*

Full-time employees working 40 hours per week and qualified three-quarter employees working a minimum of 32 hours per week are eligible for bereavement leave. Qualified three-quarter employees receive bereavement leave on a pro-rated basis. Employees working a 40-hour work week will receive a maximum of three (3) days bereavement leave with the availability of an additional two (2) days as needed for travel or family responsibilities dealing with the funeral services upon approval by the Department Head. Bereavement leave is for making arrangements for and attendance at funeral services upon the death of an immediate member of the employee's family as defined in this section.

For purposes of this section, "immediate members" will include father, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, stepbrother, half-brother, brother-in-law, sister, stepsister, half-sister, sister-in-law, aunts, uncles, nieces, nephews, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, grandparents-in-law, grandparents, step-grandparents, grandchildren, step-grandchildren, and spouse. The days will be with pay and will not be charged to either earned sick leave or annual leave. Bereavement

leave will not accrue to the employee's benefit if not used for the intended purpose. Leave for attendance at funerals other than those covered above will be considered either leave without pay, personal leave, or vacation. Employees may be required to provide verification of the death (obituary) and their attendance at the funeral (funeral program).

### *9-8 Military Leave*

Persons serving in the uniformed military services will be granted military leave without pay for the period of service and a reasonable amount of time to travel to and return from duty as prescribed by federal law. The vacated position may be temporarily filled and the employee will return to service with the City in either the same position or a similar position within the same pay grade and scope of responsibility, if the employee meets the requirements of federal law. During the time of absence, the employee will continue to build seniority; the employee will not lose seniority obtained prior to obtaining military leave. All employees who are or shall become members of a reserve component shall be allowed full pay equal to the difference between military pay and City pay, when military pay is less than City pay, spent on duty with military units of the United States and the State of Utah in an "activated or deployment" status. Military leave for the purpose of annual training or other non-deployment activity will not qualify the employee for the full pay equal to the difference between military pay and City pay. This leave shall be in addition to annual vacation leave with pay. A copy of orders will be required for salary payment. Any employee serving with the uniformed services may use accrued annual leave (vacation), if they request it before commencing such service.

No officer or employee shall be subjected to any loss or decrease of vacation or holiday privilege or be prejudiced by reason of such absence with reference to promotion or continuances in office, employment, reappointment to office, or reemployment.

An employee reinstated under the foregoing provisions shall not be discharged from their position within one year after the reinstatement unless there is just cause for the discharge or a reduction in force.

Employees serving on active duty with the armed forces pursuant to a leave of absence under this section may participate for up to 24 months following separation from City employment in the City-sponsored employee group health, dental and vision insurance plan for themselves and dependents, if they make the required timely premium payments pursuant to federal law.

Upon reinstatement to City employment, the employee shall be entitled to participate in the retirement insurance and other benefit programs offered by the City pursuant to the established laws, rules, and practices related to persons on leave of absence in effect at the time the reinstated employee commenced such active military service. This section shall not be construed to retain, in office or in the employment of the City, any person elected or appointed for a definite term of office, or any person appointed by or serving under a person elected or appointed for a definite term of the person by whom they were appointed or under whom they were serving whose term shall otherwise expire in operation of law.

The employee serving on active duty with the military has the right to convert the City employees' group term life insurance containing a "war exclusion" provision, which would prevent payment of the double indemnity for accidental death.

Active duty service in the armed forces may qualify for service credit, which may qualify and/or increase the retirement benefits an employee might receive from the retirement program administered by the Utah State Retirement System, as provided by law. It is the employee's responsibility to contact the State Retirement



Office for further information. The City will not make the employer-paid contributions and the employee-paid contributions, if any, otherwise paid by the City on behalf of the employee, for former employees serving on active military duty. For those employees whose employment with the City is reinstated following separation from active military service, the City will make the contribution adjustment representing the employer's contribution for the period of military service upon the following conditions:

1. The reinstated employee requests the City to make the contribution adjustment payment to the Utah State Retirement System.
2. The reinstated employee makes the contribution adjustment payment to the Utah State Retirement System as required by law.
3. The reinstated employee meets all of the criteria for eligibility for the service credit, as provided by state and/or federal law.

Active duty service in the armed forces will be used in calculating the "length of service" for "leave" (vacation) for a reinstated employee, pursuant to this Handbook.

### *9-9 Jury Duty*

The City recognizes the duty of every employee, as a citizen of the United States, to perform jury duty or serve as a witness in court on behalf of another party. If the jury or witness service is completed during regular work hours, an employee is expected to return to work upon completion of the service. The employee shall receive their regular pay when performing jury and witness duty provided money received for jury or witness service is returned to the City within one (1) week of receipt. Verification of jury and witness duty will be required. If an employee fails to comply with this policy, disciplinary action may be taken.

### *9-10 Paid Leave/Unpaid Leave*

Accrued leave must be used during an approved leave in order to maintain City provided benefits. If an employee has no accrued leave and is on approved unpaid leave, all benefits including vacation, sick leave, holiday leave and retirement will be discontinued until the employee returns to work unless provided for under state or federal guidelines. Insurance benefits may be continued under approved unpaid leave if the full premium is paid by the employee.

### *9-11 Family and Medical Leave*

The Family and Medical Leave Act of 1993 (FMLA) grants eligible employees the statutory right to take up to 12 weeks of paid and/or unpaid leave per year under specified circumstances related to serious health conditions and childbirth. Employees are encouraged to talk with their supervisors, Department Head, or Human Resource Director to raise concerns and seek information about the Family and Medical Leave Act, or their working conditions related to taking such leave, without fear of retaliation.

#### *A. Eligible Employees*

Only eligible employees are entitled to take FMLA leave. An eligible employee is a:

1. Has worked for the City for at least 12 months; and

2. Has at least 1,250 hours of service for the City during the 12 month period immediately preceding the leave
3. Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

Eligible employees are entitled to 12 weeks of paid or unpaid Family and Medical Leave within the calculated leave year if the following definition of serious health condition is met:

1. An illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or
2. Prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or
3. Incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### *B. Military Family Leave Entitlements Member*

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include:

1. Attending certain military events,
2. Arranging for alternative childcare,
3. Addressing certain financial and legal arrangements,
4. Attending certain counseling sessions, and
5. Attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### *C. Rolling 12 Month Period*

A "rolling" 12-month period is measured backward from the date an employee uses any FMLA leave. Each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks, which has not been used during the immediately preceding 12 months. FMLA leave may be approved for a maximum of 12 weeks in a 12-month period.

#### *D. Example for 12-Month Rolling Period*

If an employee has taken eight (8) weeks of leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken. If an employee used four (4) weeks beginning February 1, 2003, and four (4) weeks beginning June 1, and 4 weeks beginning December 1, 2003, the employee would not be entitled to any additional leave until February 1, 2004. However, beginning on February 1, 2004, the employee would be entitled to four (4) weeks of leave, on June 1 the employee would be entitled to an additional four (4) weeks, etc.

#### *E. Intermittent Leave*

When medically necessary, an employee may be eligible to take FMLA Leave intermittently for their own serious health condition, the serious health condition of a spouse, child or parent or for military caregiver leave. An employee must make reasonable attempts to arrange leave to minimize disruption of the City's operations. Qualifying exigency leave may also be taken intermittently; however, leave due to the birth or placement of a child for adoption or foster care may not be taken intermittently and must be completed within a 12-month period from the date of birth or placement of the child and requires the City Manager/Personnel Officer's approval.

#### *F. Notice of Leave*

An employee should not use FMLA leave to circumvent their Department's leave request procedure. An employee should contact Human Resources 30 days in advance of when they want the leave to begin. In case of an emergency, the employee should contact Human Resources as soon as is practical. Supervisors also have a responsibility to notify Human Resources if they are aware of an employee with a medical condition who may be eligible to be placed on FMLA Leave. Failure to provide timely notice may result in a delay in the start of FMLA leave. Within five business days of the leave request, Human Resources will notify the employee if the leave will be designated as FMLA Leave.

#### *G. Concurrent Leave*

When taking FMLA Leave, an employee is required to use accrued paid leave (sick leave, compensatory time and vacation) before going on unpaid leave status. The City recognizes that employees may need to take time, under this policy, to care for a seriously ill spouse or family member. However, a supervisor may require an employee to return to work and an employee may be subject to discipline if they use FMLA leave for unrelated activities such as working a second job or any other activity not related to caring for a family member during regularly scheduled work hours.

#### *H. Worker's Compensation Leave*

An absence from work due to an on-the-job injury or illness, which qualifies as a Worker's Compensation absence also qualifies as an FMLA absence. Accordingly, FMLA leave will run concurrently with any Worker's Compensation absence to the extent the Worker's Compensation injury or illness also qualifies as a serious health condition.

### *I. Paid Leave During FMLA Leave*

An employee is required to use accrued vacation, comp time, or sick leave during a FMLA leave according to the provisions of the City's sick and annual leave policies. Consistent with sick leave policies, sick leave may only be used to care for the medical needs of the employee or another qualified individual, as defined in the Family Medical Leave Act. In all other situations, leave without pay will apply.

### *J. Maintenance of Benefits*

The City will continue health benefits (medical and dental insurance coverage) for benefit-eligible employees during any paid FMLA leave on the same basis as for active employees.

The regularly deducted premiums due for medical and dental coverage during periods of unpaid FMLA leave will be collected according to existing procedures for premium payment during an approved leave without pay. Employees will be contacted by Human Resources regarding provisions for payments. If an employee fails to make payments for their portion of the insurance premiums in a timely manner, the City may terminate those benefits.

The health savings account (HSA) program is governed by specifications of the HSA plan. Human Resources will inform employees regarding payment provisions for continuation of the HSA plan during FMLA leave.

Under circumstances where an employee fails, without cause related to any medical condition, to report back after the leave ends, they may be required to reimburse the City for the health insurance premium costs paid on their behalf during the entire period of the leave.

Upon return from FMLA Leave, an employee will be restored to their original position or an equivalent position if the original position is not available. Upon returning from leave for their own serious health condition, an employee may be required to provide a fitness for duty (FFD) certification signed by a health care provider. Failure to provide a FFD certification may delay an employee's return to work.

Employees with questions regarding FMLA Leave, may contact Human Resources.

## *9-12 Parental Leave*

The City will provide up to twelve (12) weeks of unpaid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

### *A. Eligibility*

Eligible employees must meet the following criteria:

1. Have been employed with the City for at least 12 months (the 12 months do not need to be consecutive).

2. Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
3. Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

1. Have given birth to a child.
2. Be a spouse or committed partner of a woman who has given birth to a child.
3. Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).

Amount, Time Frame and Duration of Parental Leave:

1. Eligible employees will receive a maximum of twelve weeks of unpaid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the twelve-week total amount of unpaid parental leave granted for that event. In addition, in no case will an employee receive more than twelve weeks of unpaid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
2. Approved unpaid parental leave may be taken at any time during the six-month period immediately following the birth, adoption or placement of a child with the employee.

#### *B. Coordination with Other Policies*

1. Unpaid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the twelve weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
2. The City will maintain all benefits for employees during the unpaid parental leave period just as if they were taking any other leave such as paid vacation leave or paid sick leave.
3. If a holiday occurs while the employee is on unpaid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total parental leave entitlement.

#### *C. Requests for Unpaid Parental Leave*

1. The employee will provide his or her supervisor and the Human Resource Director with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
2. As is the case with all City policies, the organization has the exclusive right to interpret this policy.

### *9-13 Leave Without Pay*

Employees are advised to accumulate leave to have available time off for unexpected reasons such as vacation opportunities, family events, injury or illness. Employees that have not kept adequate leave balances may request leave without pay.

The City may terminate insurance benefits during any leave without pay exceeding one full pay period. Vacation time and sick leave will be prorated based on the hours worked for the pay period when leave without pay is used.

Leaves of absence without pay may be granted by a Department Head, in consultation with Human Resources, for the following reasons only:

1. Military leaves of absence (exempt employees may be eligible for paid leave [less military pay] for short-term military duty as required by the Fair Labor Standards Act;
2. Eligible leave covered under the Family and Medical Leave Act or the Americans with Disabilities Act;
3. Other medical absences of less than five working days when the Department Head determines that absence will not adversely impact operations;
4. Temporary leaves of absence to mitigate budget shortfalls;
5. Jury duty and witness leave;
6. Disciplinary action;
7. Previously scheduled commitments of new employees that are agreed to at the time of job offer.

Any leave without pay must be approved in writing by the Department Head in consultation with Human Resources.

### *9-14 Leave of Absence*

Leaves of Absence may happen under the following:

1. Under special circumstances, employees may find it necessary to request leave without pay for a reason other than family or medical leave;
2. Full-time employees who have successfully completed their probationary period are eligible to request leave as described in this policy;
3. Eligible employees may be granted a period of up to 30 consecutive calendar days on a rolling year basis. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 60 consecutive calendar days;
4. Eligible employees interested in a leave of absence must submit a written request to their Department Head detailing the nature of the leave;
5. Requests for leave of absence will be considered based on criteria such as the nature of the request, the impact to the organization, and the benefit to the employee and/or the City. The City may not grant a leave of absence without pay unless the employee will return to City employment at the end of the leave;
6. Prior written approval will be obtained from the employee's Department Head, Human Resource Director and the City Manager/Personnel Officer.

7. During an approved leave of absence, an employee is required to use any applicable and available paid leave before the commencement of any leave of absence without pay;
8. Once the employee has exhausted all of his or her applicable leave benefits, they will no longer continue to accrue vacation, sick leave, holiday leave, and other City benefits during the approved leave of absence period, unless provided for under state or federal guidelines;
9. Accrued leave benefits must be used during an approved leave of absence in order to maintain City provided benefits. If an employee has no accrued leave, all benefits will be discontinued until the employee returns to work. Insurance benefits may be continued if the full premium is paid by the employee;
10. At the completion of an approved leave of absence, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified, or in accordance with any leave agreement(s). However, the City cannot guarantee reinstatement in all cases and is under no obligation to hold a specific job;
11. If an employee fails to report to work promptly at the expiration of the approved leave period, the City will assume the employee has resigned.

### *9-15 Time Off to Vote*

The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, their Department Head may grant a reasonable amount of paid time off, up to two hours, for employees to vote. Employees should request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so the necessary time off can be scheduled to minimize disruption of work schedules and operations.

### *9-16 Administrative Leave With Pay*

Administrative leave with pay may be granted with prior approval of the City Manager/Personnel Officer or designee under the following circumstances:

1. Pending the outcome of an investigation to determine possible disciplinary action against the employee.
2. With regard to incidents resulting in extreme stress.

Any employee placed on administrative leave with pay must be available and responsive to their supervisor or Department Head during regular business hours.

## *Section 10 - Employee Conduct*

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### *10-1 Overview of Appropriate Employee Conduct*

Employees are expected to exhibit a high degree of personal integrity at all times. Employees should refrain from any behavior that might be harmful to themselves, coworkers and/or the City, or that might be viewed unfavorably by the public at large.

Employees' conduct, whether on duty or off, reflects on the City. Consequently, employees must observe the highest standards of professionalism at all times. It is the responsibility of each employee to comply with these standards, department policies and the supervisory instructions given to them for performance of their duties. Types of behavior and conduct that the City considers important include, but are not limited to, the following:

#### *A. Duty to Act Lawfully*

This includes knowing the law and following it.

#### *B. Confidentiality*

Unless authorized, City employees shall not interfere, offer advice, or otherwise make comments regarding any incident surrounding a City legal issue, pending court case regarding City business, or employee disciplinary action to the public or other City employees. Inappropriate release or discussion of confidential City information to unauthorized individuals will result in disciplinary action and possible termination. All press inquiries should be referred to the Communications and Engagement Manager.

Nothing in this section is intended to interfere with an employee's rights under Section 7 of the National Labor Relations Act (see Section 1-2).

#### *C. Duty of Ethical Conduct and Loyalty to the City*

This duty includes avoiding any activities which may conflict with City responsibilities; respecting and preserving City property and resources; maintaining official confidences; not abusing City time, benefits or privileges of employment; and acting ethically and honestly in all matters which may reflect on the reputation of the City.

#### *D. Duty to Promote Work Efficiency and Morale*

This duty includes being present, punctual and fit for all assigned duties; acting competently; following supervisor instructions; respecting the personal health, dignity, reputation, property and time of coworkers; reporting workplace hazards and fostering safety; and promoting positive communication, good morale and maximum efficiency within the organization.



### *E. Duty of Service to the General Public*

This duty includes promoting the health, safety and welfare of the general public; displaying respect for members of the public; being diplomatic, helpful and speaking truthfully; promptly removing or reporting public hazards; being conscious of and containing costs of government; and dressing and acting in a manner which encourages confidence in the City and its workforce.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory in the judgment of the City, based on violations either of the above or any other City policies, rules or regulations, employees can be subject to disciplinary action, up to and including dismissal.

### *F. Workplace Conduct*

Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the City's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information;
2. Stealing, removing or defacing City property or a co-worker's property, and/or disclosure of confidential information;
3. Completing another employee's time records or requesting that another employee do so or otherwise altering time records without authorization;
4. Violation of safety rules and policies;
5. Violation of the City's Drug and Alcohol-Free Workplace Policy;
6. Fighting, threatening or disrupting the work of others or other violations of the City's workplace violence policy;
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the punctuality and attendance policy, including but not limited to irregular attendance, habitual tardiness or unexcused absences;
10. Gambling on City property;
11. Willful or careless destruction or damage to City assets or to the equipment or possessions of another employee;
12. Wasting work materials;
13. Performing work of a personal nature during working time;
14. Violation of the City's Equal Employment Opportunity Policies;
15. Violation of the communication and computer systems policy;
16. Unsatisfactory job performance;
17. Bullying or other inappropriate intimidation or coercion;
18. Any other violation of City policy.

Not every type of misconduct is listed above. The City reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this Handbook should be construed as a promise of specific treatment in a given situation. However, the City will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason to the extent allowed by law.

## *10-2 Conflict of Interest and Business Ethics*

The City’s Municipal Code Section 2.01 outlines the City’s policy on maintaining an employment relationship absent of any conflict of interest. The City is required to advise all employees, officers (elected officials), and volunteers, of their responsibilities outlined in the conflict of interest policy, as well as obtain documentation of compliance. As a result, employees must complete a conflict of interest form at time of hire and each subsequent year.

### *A. Ethics for City Employees and Officials*

#### **Definitions**

The following definitions apply to this Chapter:

- A. “Employee” means a person who is not an elected officer of the City of Moab and who performs services for the City on a full or part time basis in exchange for wages.
- B. “Entity” means a sole proprietorship, partnership, association, joint venture, corporation, trust, limited liability company, or similar business entity.
- C. “Interest” means a pecuniary, monetary, or other material benefit which may accrue to a City official or employee as a result of any business transaction, contract, or official act by the City. For purposes of this Chapter, an official or employee of the City shall be deemed to have an interest in the affairs of:
  - 1. A spouse, sibling, child (whether natural, step or adoptive and regardless of age), parent/grandparent, aunt/uncle, niece/nephew, or first cousin;
  - 2. A household member, which is defined to be an unrelated adult living with the official or employee in the same domicile;
  - 3. A business entity in which the official or employee is an officer, director, manager, or employee; or
  - 4. A business entity in which the official or employee holds legal or beneficial ownership in excess of ten percent (10%) of the total stock or total beneficial ownership.
- D. “Official” means the Mayor, the members of the City Council, and the appointed members of all other City boards or commissions.

### *B. Provisions Supplemental to State Law*

The provisions of this Chapter are supplemental, and in addition to, the provisions of the Utah Municipal Officers’ and Employees’ Ethics Act, U.C.A. § 10-3-1301, et seq.

### *C. No Oversight of Related Persons*

An employee or official of the City shall not supervise or exercise oversight with respect to any City contract where the employee or official has an interest, as defined by this Chapter, in the party performing the contract.

#### *D. Disclosure as to Related Businesses; Disqualification*

Every employee or official of the City who has an interest, as defined by this Chapter, in a related person, business, or entity shall publicly disclose to the City, in writing and on forms maintained by the City, the nature of that interest immediately prior to any official action or discussion with respect to that related person, business, or entity. For purposes of this subsection, the disclosure is required where the employee or official has an interest in a person, business, or entity or who:

1. Maintains or anticipates entering into a contract with the City;
2. Seeks City approval of a license, permit, land-use application, or similar City decision; or
3. May be subject to regulatory, enforcement, or legal action by the City.

The employee or official having an interest as described in this subsection shall not vote or otherwise participate in any decision or official action pertaining to that related person, business, or entity, and the disclosure shall be noted in the minutes of the decision-making body.

#### *E. Annual Disclosures*

Employees and officials shall disclose in writing, at least annually, their interest in all entities doing business with the City. Written disclosures shall be updated promptly when there is any change in the employee or official's interest in a related entity.

#### *F. No Disclosure of Confidential Information Pertaining to City Business*

No City employee or official, with respect to any contract, transaction, or decision which is or may be the subject of an official act of the City shall, without proper legal authorization, disclose private, controlled, or protected information concerning the transaction, any actions of the City, or otherwise use such information to benefit the personal or economic interest of the employee or official, or others.

The terms "private," "controlled," or "protected" shall have the same meanings as defined in the Utah Government Records Access and Management Act (GRAMA), U.C.A. § 63G-2-103.

#### *G. Retaliation Prohibited*

Employees who act in good faith to report or disclose to the City any misconduct or actions undertaken in violation of this Chapter shall not be subjected to any adverse employment action for doing so. Nothing in this provision shall be deemed to alter any other employment policies or procedures.

#### *H. Employees and Officials Prohibited from Using Position to Secure Special Privileges for Related Parties*

No employee or official shall use his or her office or position for the purpose of securing special privileges or pecuniary benefits for the employee or official, or for entities or persons in which that employee has an interest, as defined by this Chapter.

### *I. Disclosure of Persons and Businesses Doing Business with the City*

The identity of persons or entities doing business or maintaining contracts with the City is public information which is subject to disclosure pursuant to requests under the Government Records Access and Management Act.

### *J. Remedies*

The sole remedies for violations of this Chapter are as follows:

1. A contract, transaction, or decision which is approved in violation of this Chapter is voidable, in whole or in part, at the discretion of the City Council or applicable decision-making body.
2. An employee who knowingly violates this Chapter may face disciplinary action, subject to applicable personnel policies, up to and including termination.
3. An official who knowingly violates this Chapter may be subject to removal from office in the manner otherwise provided by law.
4. Nothing in this Chapter shall be interpreted as conferring a private cause of action upon any person who may seek to set aside a particular contract, transaction, or decision.

## *10-3 Information Reporting & Whistle Blowing*

### *A. Liability to Report*

If an employee becomes aware of any occurrence which may give rise to a lawsuit, or receives a notice of claim, or is sued because of an incident related to their employment, or receives a subpoena related to their employment, they shall immediately notify their supervisor, Department Head and City Attorney. In most cases, under provisions of the Utah Governmental Immunity Act, employees shall receive defense and indemnification by the City unless the case involves fraud, malice, or the use of alcohol or drugs by the employee or was not within the scope of the employee's employment. If a lawsuit results against an employee, the Governmental Immunity Act stipulates that the employee must request a defense from the City in writing within ten (10) calendar days of receipt of the lawsuit from the City.

### *B. Whistle Blowing*

Employees have a responsibility to formally inform appropriate administrative official if they become aware of, or reasonably suspect the waste of public funds, property, manpower or a violation of law, relating to their employment. Employees should give written notice to, or otherwise formally inform, the appropriate administrative official as soon as possible when they become aware of the suspected waste or violation. An appropriate administrative official is the employee's immediate supervisor, unless they reasonably believe the supervisor cannot or will not fairly and constructively report the problem. If that is the case, the employee may report the incident to the Mayor, City Manager/Personnel Officer, Assistant City Manager/Personnel Officers, Department Head, Human Resource Director, City Attorney or the State Auditor.

### *C. Improper Disclosure*

Employees should refrain from spreading information which is detrimental to City operations or other employees which an employee knows, or has reason to know, is malicious, false or inaccurate. Employees are not to disclose or induce others to disclose confidential information acquired due to their position. Employees are not allowed to use confidential information for their own gain, benefit or purposes.

### *D. Assist Investigations*

Employees have a duty to participate in an investigation, hearing, inquiry or other form of administrative review by the City arising from a report of the existence of any waste of public funds, property, manpower or violation of law as may be requested by City officials.

## *10-4 Outside Employment*

The City of Moab recognizes that some employees may need or want to hold additional jobs outside their employment with the City. Employees of the City are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns and approval by the Department Head and City Manager/Personnel Officer.

### *A. Procedure*

The City applies this policy consistently and non-discriminatorily to all employees, and in compliance with all applicable employment and labor laws and regulations. The following rules for outside employment apply to all employees:

1. Work-related activities and conduct away from the City must not compete with, conflict with or compromise the City's interests or adversely affect job performance and the ability to fulfill all responsibilities of their position at the City. This prohibition also extends to the use of any City tools or equipment and the unauthorized use or application of any City confidential information. In addition, employees may not solicit any outside business during work time for the City.
2. City employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. Employees are expected to work, and be available to work, during the hours required of the employee's position with the City. If outside work activity causes or contributes to job-related problems at the City, the employee will be asked to discontinue outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
3. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, the employee's Department Head will consider whether the proposed employment:
  - a. May reduce the employee's efficiency in working in the City.
  - b. Affects the employee's ability to respond to being on-call for the City.
  - c. Involves working for an organization that does a significant amount of business with the City, such as major contractors, suppliers, service providers.
  - d. May adversely affect the City's image.

- e. May create a conflict of interest. A conflict of interest is defined as a substantial conflict between an employee's private interests and his or her public duties.
4. Employees who have accepted outside employment may not use City paid sick leave to perform work on the outside job.
5. The Department Head may pursue disciplinary action up to and including termination of employment for the fraudulent use of City sick leave or for issues identified above.
6. An authorization form must be filled out and signed each year declaring the employee's outside job, the job duties, and hours worked. This form must be signed by the employee's supervisor, Department Head, and City Manager/Personnel Officer. This form must then be submitted to the Human Resource Department and placed in the employee's personnel file. Failure to submit an authorization form is cause for disciplinary action.

## *10-5 Use of Communications and Computer Systems*

### *A. Prohibited Communications*

Employees are advised of the following prohibited activities and prohibited uses of City electronic media:

1. Prohibited Activities. Sending, receiving, displaying, printing or otherwise disseminating material that is fraudulent, harassing, illegal, sexually revealing, explicit or obscene. Employees or users encountering such material should immediately report it to their supervisor/ manager or a Human Resources representative.
2. Prohibited Uses. Employees or users may not utilize the City's internet, intranet and email resources for commercial and personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or self-replicating software), political material, gambling or any other use that is or may be adverse to the best interests of the organization or in violation of this Handbook. Employees should exercise the same care in drafting email as they would for any other written communication. Anything created on the computer or internet may be viewed by others. Visiting adult websites containing sexual images is strictly prohibited.
3. In addition, electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:
  - a. Discriminatory or harassing;
  - b. Derogatory to any individual or group;
  - c. Obscene, sexually explicit or pornographic;
  - d. Defamatory or threatening;
  - e. In violation of any license governing the use of software;
  - f. Engaged in for any purpose that is illegal or contrary to City policy or professional interests
  - g. In violation of this Handbook.

### *B. Personal Use*

The City provides employees with computers, telephones, e-mail, internet and electronic media for business purposes to assist employees in the performance of their jobs. Occasional or incidental use of electronic media (e.g. sending or receiving e-mail or telephone calls) for personal, non-City purposes, should be done in a manner that does not negatively affect the systems' use for City purposes or employee productivity. Employees are expected to demonstrate a sense of personal responsibility and

accountability in using City resources for personal purposes. Use of the City computers, computer resources, e-mail, or other resources for the employee's outside business endeavors is prohibited. Under no circumstances may any employee use City computers, computer resources, internet access, e-mail, or other resources to run, support or operate a personal business.

### *C. Access to Employee Communications*

1. Electronic information created and/or communicated by an employee using a City computer, e-mail, word processing, utility programs, spreadsheets, voicemail, telephones, internet, and similar electronic media may be monitored by the City.
2. The City gathers and stores daily user log files for most electronic activities and monitors employee communications directly (e.g., telephone numbers dialed, emails sent and received, internet sites visited, call length, and time at which calls are made) for the following purposes:
  - a. Confidentiality and data security;
  - b. Cost analysis;
  - c. Resource allocation;
  - d. Monitor and prevent potential internet virus intrusions;
  - e. Optimum technical management of information resources;
  - f. Detecting patterns of use that indicate employees are violating City policies or engaging in illegal activity.
3. The City reserves the right, at its discretion, to review any employee's City-issued electronic devices, files and messages to the extent necessary to ensure electronic media and services are not being compromised and are being used in compliance with the law, this policy and any other City policies. Accordingly, employees have no expectation of privacy over any material that is viewed, transmitted, or stored (whether in active, archived, or deleted files) on a City-issued electronic device.
4. Employees should not assume electronic communications are private. Accordingly, if an employee has personal sensitive information to transmit electronically, they should use other personal means not provided by the City or on City computers, telephones, fax machines, printers, etc.
5. In order to prevent security breaches of the City's information systems, an employee's computer should be manually locked when an employee leaves the workstation regardless of the length of time that the employee will be away. Employees should not rely on auto-lock features that lock the computer after a pre-set number of minutes.

### *D. Software*

To prevent potential computer virus intrusions from being transmitted through the City's network system, downloading of any unauthorized programs or software is strictly prohibited. Only software registered through the City and installed by authorized Information Technology personnel may be downloaded. Employees should contact the City's Information Technology Department if they have any questions.

### *E. Security/Appropriate Use*

Employees must respect the confidentiality of other individuals' electronic communications. Employees are prohibited from engaging in or attempting to engage in the following:

1. Monitoring or intercepting the files or electronic communications of other employees or third parties;
2. Hacking or obtaining security access to systems or accounts they are not authorized to use;
3. Using other people's log-ins or passwords;
4. Using online chat/instant messenger (IM) programs for non business related activity.
5. Breaching, testing, or monitoring computer or network security measures.

No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

### *F. Encryptions*

Encryption software may be utilized for purposes of safeguarding sensitive or confidential business information. Employees who may use encryption on files stored on a City computer must provide their supervisor with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.

### *G. Online Chat Rooms/Instant Messaging*

Employees should remember that any messages or information sent using City provided computers and equipment to one or more individuals via an electronic network (e.g., internet mailing lists, bulletin boards, chat rooms, and online services) are statements identifiable and attributable. The installation or use of external online instant messaging programs is prohibited without prior City approval.

The City recognizes that participation in some forums may be important to the performance of an employee's job. For instance, an employee may find the answer to a technical problem by consulting members of a user group devoted to a particular technical area.

### *H. Portable Communication Device Use While Driving*

Employees who drive on City business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.



Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill City business needs.

Because this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and emailing while driving is prohibited in all circumstances.

### *I. Violations*

Violations of previous sections of this policy which outline the privilege of access to email, telephones, the internet or any other City electronic media will be subject to disciplinary action, up to and including termination of employment, legal action, and/or criminal liability.

### *J. Electronic Mail Accounts for Council Members*

The City will provide an email account to City Council members. This account shall be used for City business only, enabling communications with the public, City staff, and other elected and/or appointed officials. Council members must also follow City e-mail policy. The e-mail account will be deactivated when the City Council member completes a term without re-election or resigns.

## *10-6 Social Media*

The City recognizes the growing importance of online social media networks as a communication tool. This policy addresses employees' use of such networks including: personal websites, web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other kind of social media. The City respects the right of employees to use these mediums during their personal time. Use of these mediums during City time or on City equipment, however, is prohibited.

### *A. Guidelines*

The City takes no position on employees' decision to participate in the use of social media networks. In general, employees who participate in social media are free to publish personal information on personal time without interference by the City. However, Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with City equipment or property unless authorized to do so. Employees must avoid, posting information that could harm City operations using the guidelines set forth below:

1. If an employee chooses to identify as a City employee on any social media network, they must adhere to the following:

2. Employees are required to state in clear terms that the views expressed on any social media network are the employee's alone and that they do not necessarily reflect the views of the City;
3. Employees are prohibited from disclosing information on any social media network that is confidential or proprietary to the City or to a third party that has disclosed information to the City; For example, information about or identifying co-workers or incidents that occur at the City.
4. Employees are prohibited from displaying the City's logo on any social media network without permission from the City Manager/Personnel Officer;
5. Employees are prohibited from making statements about the City, their co-workers, elected officials, or other agencies that could be considered as harassing, threatening, libelous, or defamatory in any way;
6. Employees are prohibited from acting as a spokesperson for the City or posting comments as a representative of the City unless authorized to do so such as the Communications and Engagement Manager;
7. Employees are prohibited from sharing any communication that engages in personal or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile work environment (racial, sexual, religious, etc.), as well as any behavior not in agreement with this Handbook or general policies and procedures.
8. Employees who participate in social media may still decide to include information about their work at the City as part of their personal profile, as it would relate to a typical social conversation. This may include:
  - a. Work information included in a personal profile, to include city name, job title, and job duties.
  - b. Status updates regarding an employee's own job promotion.
  - c. Personal participation in City sponsored events, including volunteer activities.
9. An employee who is responsible for a social media posting that fails to comply with the guidelines set forth in this policy or that otherwise causes harm to the City may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary City information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media. Further, employees may be liable for monetary damages for such disclosure.
10. Finally, employees should let the Human Resource Director and Communications and Engagement Manager know if they encounter incorrect information about the City online. Employees themselves should not attempt to correct any such information on behalf of the City.

The City recognizes the right of all employees to engage in concerted activity as allowed by Section 7 of the National Labor Relations Act. Accordingly, nothing in this policy is intended to interfere with the employee's exercise of their rights under Section 7 of the National Labor Relations Act. The City will not discipline or retaliate against employees for social media activity that is protected by Section 7. See Section 1-2.

### *10-7 Productivity*

All employees should maximize their productivity and look for ways to reduce and/or eliminate the waste of time, money, and other resources in their jobs. Supervisors should assign work to make the best use of employees' skills and talents whenever possible.

*10-8 Cell Phone Policy*

*A. Executive Summary*

The purpose of this Cell Phone Policy is to describe:

1. The positions in the City that are eligible for or required to have a cell phone and/or data card (“Cell Services”),
2. The level of Cell Services available to each position,
3. The purpose or reason such positions receive Cell Services,
4. How the City will cover the costs of Cell Services including:
  - a. Upfront equipment costs,
  - b. Monthly service charges,
  - c. Reimbursements for use of personal devices, and
  - d. End of service/replacement costs.

**Positions, Level of Service and Costs**

The City provides Cell Services to the following positions at the level of service listed to perform the necessary functions as described herein. With the exception of Public Safety, all positions default to Google Voice unless a justification is made by the Department Head or director and approved by the City Manager/Personnel Officer. The City will pay the cost for a Google Voice number. The City will not reimburse the employee for equipment costs. If the equipment is damaged during use while conducting City business, the City will reimburse replacement costs of equal or lesser value equipment. The employee takes full responsibility for replacing the equipment if it is damaged during personal use.

**The specified levels of service are as follows:**

Level of Service	Description	Plan	Service	Fees	Total
Cell Phone 1	Phone, Email, Text, Data	Email & Data Unlimited + Text	\$39.99	\$2.53	\$42.52
Cell Phone 2	Phone, Email, Text, Data, Hotspot	Nationwide Email & Data 400, 4G Smartphone Hotspot	\$44.99	\$2.53	\$47.52
Air Card 1	Mobile Broadband	Mobile Broadband Unlimited	\$39.99	\$.02	\$40.01

Department & Position	Level of Service	Purpose
<b>Administration</b>	Cell Phone 2	
<ul style="list-style-type: none"> <li>• City Manager/Personnel Officer</li> </ul>		Contact and be available to all employees and elected officials

<ul style="list-style-type: none"> <li>• Assistant City Manager</li> <li>• Communications &amp; Engagement Director</li> <li>• City Attorney</li> </ul>		and others conducting business with City via voice, email, text. Use cell as a hotspot to connect computer anytime. Etc.
<b>Administration</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>• Sustainability Director</li> <li>• Executive Administrative Assistant</li> </ul>		Contact and be available to all employees and elected officials and others conducting business with City via voice, email, text. Use cell as a hotspot to connect computer anytime. Etc.
<b>Building</b>	Cell Phone1/Air Card 1	
<ul style="list-style-type: none"> <li>• Building Official</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice.
<b>Engineering</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>• City Engineer</li> <li>• Construction Inspector</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Facilities</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>• Facilities Superintendent</li> <li>• Facilities Worker</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Film Commission</b>	Cell Phone 2	
<ul style="list-style-type: none"> <li>• Film Commission Director</li> </ul>		Contact and be available to supervisor, employees and others conducting business with City via voice, email, text. Use cell as a hotspot to connect computer anytime. Etc.
<b>Finance</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>• Finance Director</li> <li>• City Treasurer</li> <li>• Assistant City Treasurer</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Human Resources</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>• Human Resource Director</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>MARC</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>• Arts/Special Events Manager</li> </ul>		Contact and be available to supervisor, employees, vendors

<ul style="list-style-type: none"> <li>Arts/Special Events Assistant</li> </ul>		and others conducting business with City via voice, email, text.
<b>MRAC</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Aquatic Center Manager</li> <li>Aquatic Manager</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Parks</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Parks Superintendent</li> <li>Parks Worker</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Planning</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Planning Director</li> <li>Senior Project Manager</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Public Works</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Public Works Director</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Recorder</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>City Recorder</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Recreation</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Recreation &amp; Trails Director</li> <li>Sports &amp; Recreation Manager</li> <li>Sports &amp; Recreation Assistant</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Safety</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Safety Specialist</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Sewer</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Sewer Division Superintendent</li> <li>Sewer Worker</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.

<b>Streets</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Streets Superintendent</li> <li>Streets Worker</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Finance</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Finance Director</li> <li>City Treasurer</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Water</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Water Division Superintendent</li> <li>Water Service Worker</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>WRF</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>WRF Superintendent</li> <li>WRF Service Worker</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Animal Control</b>	Cell Phone 1/Air Card 1	
<ul style="list-style-type: none"> <li>Animal Control Supervisor</li> </ul> Animal Control Officer		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Animal Control</b>	Cell Phone 1	
<ul style="list-style-type: none"> <li>Animal Shelter Manager</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.
<b>Police</b>	Cell Phone 2/Air Card 1	
<ul style="list-style-type: none"> <li>Police Chief</li> <li>Assistant Police Chief</li> </ul>		Contact and be available to supervisor, employees and others conducting business with City via voice, email, text. Use cell as a hotspot to connect computer anytime. Etc.
<b>Police</b>	Cell Phone 1/Air Card 1	
<ul style="list-style-type: none"> <li>Sergeant</li> <li>Police Officer</li> </ul>		Contact and be available to supervisor, employees, vendors and others conducting business with City via voice, email, text.

## *B. Payment Obligations*

### **City Provided Equipment**

The City will pay for the full cost of the upfront equipment purchase and monthly service for each position listed above. Each device will be considered to have a two (2) year life unless otherwise determined by the City Manager/Personnel Officer at the time of purchase. At the end of the useful life, the equipment will be replaced at the expense of the City with equipment that is technologically compatible with cell phone level needs of position.

### **Personal Phone Use and City Reimbursement**

The City will allow employees to use their personal cell number and equipment to meet the requirement for cell service for each position except for the Police Department. The City will not reimburse the employee for equipment costs. If the equipment is damaged during use while conducting City business, the City will reimburse replacement costs of equal or lesser value equipment. The employee takes full responsibility for replacing the equipment if it is damaged during personal use and will not receive the cell phone reimbursement until such time that functioning equipment is available for use.

If an employee elects to use their personal cell phone number for City business, the City will reimburse 100% of the monthly service that it would provide based upon the expense it would have paid the employee based upon the charts above. The employee's personal cell phone number will be listed as a public number.

To reduce the overall cell phone costs to the City and to simplify cell phone usage for employees, the City encourages the use of personal cell phones under specific guidelines for conducting city business as follows:

1. Texting is not an acceptable form of business communication for any City business. Employees must use the city approved messaging app. Employees who utilize their personal device for City business texting agree to subject the entire contents of their device to the Government Records and Access Management Act (GRAMA) review or for review during any legitimate investigation being conducted by or on behalf of the City.
2. Employees are encouraged to utilize the City approved voice app on their personal cell phones so that all City calls placed/received, and voicemails are distinct and separate from personal use and can be accessed accordingly for any GRAMA requests. Employees who utilize their personal cell phone numbers for City business agree to subject the entire contents of their device to GRAMA review or for review during any legitimate investigation being conducted by or on behalf of the City.

Access to City provided resources/apps (e-mail, voice, messaging, calendar, etc.) for personal devices will only be granted to City employees who have executed a cell phone policy agreement with the Human Resource Director. Reimbursement levels will be predicated on executed cell phone policy agreements.

## *10-9 Employee Dress and Personal Appearance*

### *A. Purpose*

City employees present the first impression of the City of Moab to members of the public, and therefore, must always present a professional image. Professional attire complements an environment that reflects an efficient, orderly, professionally operated organization. The purpose of this policy is to provide guidelines for employees and management as to what does and does not constitute appropriate professional attire. This policy is not an all-inclusive list of what is and is not acceptable and employees must exert judgment in their choice of clothing that is worn to work. This policy is intended for all City personnel working in both office and “in the field” settings.

A casual dress code is appropriate for City employees. Employees are expected to present a neat appearance.

### *B. Field Personnel: Public Works Department Personnel*

Employees performing Public Works Department maintenance and operations personnel are allowed to wear jeans or similar attire which is appropriate to the type of work being performed. Field personnel who are provided City-issued clothing are required to maintain and wear that clothing while on duty unless otherwise approved by their Department Head. Public Works management and office personnel will wear business casual or casual dress depending upon their particular job assignment. No shorts or athletic shoes are allowed while at work unless approved in advance by the supervisor.

### *C. Compliance Requirements*

#### **Employees**

City employees are responsible for complying with the above expectations and guidelines. Employees should contact their supervisor or Human Resources if they have a question as to whether or not a certain item is considered acceptable attire.

#### **Management and Department Heads**

Management and Department Heads are responsible for monitoring compliance with this policy within their respective Departments. Department Heads have the discretion to further determine compliance according to these standards.

#### **Employee Request for Review**

An employee who believes they have been treated unfairly or inappropriately under this policy may ask that the matter be reviewed by Human Resources. Human Resources will work with the employee and the Department Head to review the matter in a timely manner. The City Manager/Personnel Officer will make the final decision as needed.

#### **Exceptions**



Exceptions to this policy may be made on a case-by-case basis for religious reasons, medical conditions and other applicable circumstances. Requests of this nature must be submitted in writing for review by the Department Head and the Human Resources Department.

### **Review and Revision**

The City reserves the right to rescind and/or amend this, and all City policies, at any time.

#### *10-10 Outside Activities*

City employees shall not use City-owned property or work time in support of outside interests and activities.

#### *10-11 Tobacco Free Workplace*

The City is subject to and enforces the Utah Indoor Clean Air Act and is committed to providing a safe and healthful work environment. In order to maintain a safe and comfortable working environment, tobacco usage, including smokeless tobacco (dip) and e-cigarettes, in City offices, facilities and vehicles is prohibited.

Because the City may be subject to criminal and civil penalties for violations of applicable tobacco laws, the City will enforce strict adherence to this policy. Employees using tobacco in any tobacco free area may be subject to disciplinary action.

All employees are prohibited from using all tobacco products throughout the workplace, including all City buildings, vehicles, and equipment. Smoking or use of e-cigarettes is prohibited within 50 feet of any entranceway, exit, open window, or air intake of City buildings.

The City encourages and supports employees who want to quit tobacco products. Tobacco cessation programs are available through City health plan providers and through the EAP program. Contact Human Resources for more details.

#### *10-12 Employee Gun Use*

Some employees may wish to carry a gun for personal protection. If an employee does so, the employee must have a concealed carry permit as required by law.

With regard to using a gun, Police Officers are the only individuals authorized to use deadly force while acting for and on behalf of the City. Under no circumstances will any other employee use deadly force as a function of their job with the City. If an employee who is not a Police Officer uses deadly force, they will not have the immunities or be entitled to the same indemnity afforded Police Officers.

#### *10-13 Possession of Pornographic Materials*

The City prohibits employees from possessing, distributing, or viewing any kind of pornographic materials in the workplace including on City equipment, in vehicles, or on City property. Pornographic materials are strictly prohibited. Employees found to have pornographic materials in their possession, within City equipment, vehicles, or on City property are subject to disciplinary action up to and including termination.

## *10-14 Drug Free Workplace and Testing Policy*

### *A. Drug Free Workplace*

The City uses alcohol and drug testing of applicants selected for safety sensitive positions and for employees as specified in this section as a tool to administer its substance abuse policy. The policy is designed to eliminate employees' use of alcohol and drugs that jeopardize safety of the employee, co-workers, and the public, and that impede the efficiency of City operations and damage the reputation of the City and its employees. In some cases, testing is required by federal law. This policy is applicable to all City employees.

### *B. Zero Tolerance*

Employees who refuse or fail to submit to testing or who test positive for use of alcohol and/or illegal/illicit drugs are in violation of this policy, and disciplinary action will be taken against them, up to and including termination.

### *C. Employee Responsibility*

#### **Alcohol and Drug Prohibitions**

The use or possession of alcohol during scheduled working hours, including lunch hour, is prohibited. The possession, transfer, sale or use of illegal or illicit drugs or the possession, transfer, sale or use of drug paraphernalia while on City premises or during scheduled working hours is prohibited. Employees reporting or returning to work, whose behavior may indicate the consumption of alcoholic beverages or drugs, legal or illegal, may be referred for drug and alcohol testing and/or medical evaluation to determine fitness for duty.

No employee shall:

1. Report for duty or remain on duty while having an alcohol concentration greater than 0.01.
2. Be on duty or operate a City motor vehicle while possessing alcohol;
3. Use alcohol while performing their daily functions;
4. Use alcohol for eight (8) hours following a work-related vehicle accident or until they undergo a post-accident test, whichever comes first. (The employee must remain available for testing after the accident.);
5. Not refuse to submit to a test for alcohol and/or illegal/illicit drugs as required by this policy;
6. Report for duty or work if the employee tests positive for illegal or illicit drugs;
7. Take anything that will alter the test results;

The City shall not permit an employee:

1. To continue to work after refusing to submit to a required test for illegal/illicit drugs and/or alcohol;
2. To work or continue to work after they have tested positive for illegal/illicit drugs;
3. To represent the City in an official capacity while under the influence or impaired from the influence of alcohol, illegal drugs, or legal drugs;
4. To operate a motor vehicle or engage in safety sensitive functions while on duty for the City while under the influence of medication that may impair their judgment or performance. If an employee

is using prescription or non-prescription medication, which may impair performance of duties, the employee shall report the use to their supervisor.

Any employee convicted of a crime under a federal or state statute, which regulates controlled substances and/or the use, manufacture, possession or distribution of alcohol, shall notify their supervisor and the City Manager within five (5) calendar days after the date of conviction.

#### *D. Disciplinary Action*

Adverse job performance, attendance problems, behavior changes, harm to self or others, damage to City vehicles, equipment and property as a result of the consumption and usage of illegal/illicit drugs and/or alcohol in violation of this policy, may result in termination of employment with the City. Because of the serious nature of illegal use or abuse of alcohol and/or controlled substances (prescribed or non-prescribed), appropriate employee disciplinary action will be taken, up to and including termination.

#### *E. Voluntary Rehabilitation*

Seeking assistance for a drug or alcohol problem before it interferes with job performance and before conviction will not jeopardize an employee's job, whereas unsatisfactory job performance, attendance or behavioral problems will. Employees having a drug or alcohol problem are strongly encouraged to seek help.

Employees voluntarily seeking assistance for alcohol and/or drug problems may contact the Human Resource Director. The Human Resource Director may provide assistance in referring employees to appropriate rehabilitation programs. This assistance, however, does not financially obligate the City for the costs associated with rehabilitation nor is it any guarantee that the employee's job performance will improve. Rehabilitation is the employee's responsibility. The City will allow employees who seek voluntary assistance for alcohol and drug problems to first utilize their sick leave and then their annual leave for rehabilitation. Leave without pay may be requested by the employee and will be considered on an individual case basis.

Employees returning to employment after treatment must first provide the City with certification from a reputable substance abuse program that the employee is sober, has successfully completed the treatment program and has the potential for full recovery. This certification should be signed by a licensed professional medical practitioner that specializes in substance abuse. The employee must agree to follow-up drug and/or alcohol testing and sign a return-to-work agreement.

#### *F. Use of Prescribed Drugs on City Premises*

Prescribed drugs brought on City premises may only be used by the person for whom they are prescribed so long as the use of these drugs does not impede the employee's ability to work or affect the safety of the work environment. Any employee who chooses or is medically required to ingest prescribed medications which impede their ability to perform or affect the safety of the work environment shall immediately notify their immediate supervisor of that fact and the time period over which said medications will be taken. Medications used as prescribed which do not impede the employee's job performance or constitute a safety concern, shall not be considered a violation of this policy.

### *G. Supervisor Training*

The City will periodically provide training for supervisors to help them recognize the conduct and behavior that give rise to a reasonable suspicion of alcohol and/or illegal/illicit drug use and the proper application of these policies and procedures.

### *H. Drug and Alcohol Testing*

In order to achieve a drug-free workplace, applicants and employees shall be required to participate in tests for alcohol and/or illegal/illicit drugs under the circumstances outlined below. A prospective employee who refuses to be tested shall be denied employment. Any current employee who refuses or fails to be tested when so required will be subject to the full range of disciplinary action up to and including termination. Illegal/illicit drug testing for applicants should be done using a single sample. All testing of employees for illegal/illicit drug shall be done using the split sample method and all analysis shall be performed by a certified laboratory. The City shall arrange alcohol and/or drug testing in the following circumstances:

1. **Pre-employment** - After a candidate has been extended a conditional offer of employment but before beginning, he/she shall be required to pass an alcohol and/or illegal/illicit drug test. An applicant who tests positive for alcohol and/or illegal/illicit drugs shall be denied employment with the City. Employees rehired after 6-month absences will be subject to pre-employment testing according to this paragraph.
2. **Reasonable Suspicion** - Testing that occurs when a supervisor observes behavior or appearance that is characteristic of the use or abuse of alcohol, illegal/illicit drugs, and/or prescription drugs. The City reserves the right to require an employee to submit to an alcohol and drug test when there is reasonable suspicion that the employee is working under the influence of alcohol and/or drugs. Such examinations shall be conducted on City time and at City expense. Reasonable suspicion shall be based on specific objective facts and reasonable inferences and shall be documented by the supervisor prior to testing and, whenever practical, the supervisor should seek the observations of at least one additional employee, preferably a supervisor.

Factors which may constitute reasonable suspicion include, but are not limited to:

- a. Slurred speech,
- b. Red eyes,
- c. Dilated pupils,
- d. Incoherence,
- e. Unsteadiness of feet,
- f. Smell of alcohol, marijuana, or other controlled substance emanating from the employee's person,
- g. Inability to carry on rational conversations,
- h. Increased carelessness,
- i. Erratic behavior,
- j. Inability to perform on the job, or
- k. Other unexplained behavioral changes.

The Supervisor's Reasonable Suspicion and Post Accident Check Sheet should be used for documentation. Supervisors have a duty to act when they have reasonable suspicion that an

employee has a drug or alcohol problem. Supervisors will coordinate reasonable suspicion testing with the Human Resource Director, who will review the matter with the City Manager prior to testing.

3. **Post-Accident** - Post-accident alcohol and/or illegal/illicit drug testing shall occur as soon as practicable and prior to 24 hours following an accident; a work-related vehicle accident; or accidents causing injury or with possible liability for the City, including worker's compensation liability. Public Safety Officers injured in the line of duty by another person/suspect will not be required to submit an alcohol or drug test unless otherwise required by another policy.

The employee's supervisor shall notify the City Designated Agent as soon as possible after the accident and arrange for testing. If alcohol use is suspected, alcohol testing should be done within two (2) hours, but in no case after eight (8) hours. If an employee leaves the scene of an accident before the required test is administered, or fails to remain readily available for testing, it may be deemed by the City that the employee has refused to submit for testing. For accidents involving the holder of a CDL license, the driver is to be tested for alcohol and controlled substance abuse, as soon as possible, if the accident resulted in a fatality or the driver received a citation for a moving traffic violation arising from the accident. Federal Motor Carrier Safety Administration has set forth the following timetable for action:

4. **Random** - Required for:
  - a. Commercial Driver's License (CDL) holders. (See "Commercial Driver's License Holders" section below.)
  - b. Employees in safety sensitive positions. (See "Safety Sensitive Positions" section below.)
5. **Pre-Promotion/Transfer** - Prior to being promoted or transferred, employees must pass an alcohol and/or illegal/illicit drug test. Part-time employees being hired into full-time positions are subject to testing as defined in pre-employment above.
6. **Return-to-Duty and Follow-up** - Testing conducted:
  - a. When an employee returns to duty following voluntary drug and/or alcohol rehabilitation. (See
  - b. "Voluntary Rehabilitation".)
  - c. Following other medical leave of absence.

Once notified of selection for testing, an employee must proceed to a collection site to accomplish the appropriate specimen collection. (See "Collection Procedures" below.) Employees who test positive shall be immediately suspended with pay until a pre-disciplinary hearing is held, and where found in violation of this policy, may have their employment with the City terminated. An employee who is denied promotion/transfer or is disciplined as a result of a confirmed positive test result may appeal the action in accordance with Appeals/Grievance Procedures.

#### 7. **Return to Duty/Follow-Up Testing**

Holders of a CDL license found to be in violation of the City's alcohol and/or drug policies must pass a return-to-duty test before engaging in safety-sensitive functions. When the holder of a CDL license requests assistance from the City in resolving problems associated with alcohol or drug abuse, he/she will be subject to unannounced follow-up testing by the City. A substance abuse professional shall

specify the number and type of tests required, with at least six tests being conducted during the first two months the driver returns to duty. The tests can be conducted only when the driver is performing safety-sensitive functions or just before or after performing safety-sensitive functions.

## 8. Random Testing of Commercial Driver's License (CDL) Holders

City positions that require or employees that possess a CDL driver's license are also subject to random drug and alcohol testing under the federal requirements of the DOT as set forth under Title 49 CFR, Part 382, or successor regulations. CDL holders are employees who are required to maintain a commercial driver's license ("CDL") to drive a commercial motor vehicle for the performance of their job duties. A commercial motor vehicle includes any motor vehicle used to transport passengers or property if the vehicle has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or, a gross vehicle weight rating of 26,001 or more pounds; or, is designed to transport 16 or more passengers, including the driver; or, is of any size and is used to transport materials that are hazardous for the purposes of the Hazardous Materials Transportation Act and that require the motor vehicle to be placarded under the Hazardous Materials Regulations. Firefighters and Police Officers are excluded. CDL holders are subject to the following alcohol and drug prohibitions in addition to those previously stated in this policy.

No CDL holder shall perform CDL functions within four (4) hours after using alcohol; No CDL holder shall perform or continue to perform any safety-sensitive functions for a minimum of 24 hours if an alcohol test indicates an alcohol concentration of 0.01 or greater; and, Once the City has knowledge, the City will not permit a CDL holder:

- a. To perform or continue to perform CDL functions with an alcohol concentration of 0.01 or greater;
- b. To perform or continue to perform CDL functions if they have used alcohol within four (4) hours of duty.

Random testing for alcohol and/or illegal/illicit drugs for CDL holders shall be limited to; alcohol, marijuana, cocaine, amphetamines, opiates and phencyclidine.

9. **Supervisor Training** - The City will provide a minimum of one (1) hour of training annually for supervisors of CDL holders as identified in this policy and as required by DOT. This training will be directed towards helping supervisors of said employees to recognize the conduct and behavior that give rise to a reasonable suspicion of alcohol and/or illegal/illicit drug use and the proper application of the procedures to follow. In addition, each year a representative from the City's employee assistance program (EAP) will train these supervisors in using the EAP for drug or alcohol problems relating to employees.

Supervisors who must receive this training are:

- a. Parks Superintendent,
- b. Water Superintendent,
- c. Sewer Superintendent
- d. WRF Superintendent,
- e. Streets Superintendent,

f. Facilities Superintendent.

10. **Employee Training** - The City will provide to all CDL holders at least one (1) hour annual training on the dangers of alcohol and/or illegal/illicit drugs, the City's Drug Free Workplace policy, testing requirements, and how and where employees can get help for alcohol and/or substance abuse.
11. **Random Testing** - Random testing is a system of drug or alcohol testing imposed without suspicion. The testing dates and times are unannounced and are with unpredictable frequency throughout the year. The minimum annual percentage rate for random illegal/illicit drug testing shall be 50% of all City employees whose positions require them to be CDL holders. The minimum annual percentage rate for random alcohol testing shall be 25% of all City employees whose positions require them to be CDL holders. If DOT adjusts the above percentage rates, the above rates shall be considered amended to the new percentages adopted by DOT, effective immediately upon adoption by DOT.

## 12. Random Testing of Safety Sensitive Positions

Safety sensitive positions shall be subject to the same random alcohol and drug testing, training requirements and prohibitions as CDL holders except that the percentage of employees tested shall be determined by the City Manager/Personnel Officer and may be changed from time to time. At present, 25% of safety sensitive positions will be random tested for alcohol and drugs each year. Safety sensitive positions will be pooled separately. Positions considered safety sensitive shall include, but not limited to:

- a. Chief of Police
- b. Assistant Police Chief
- c. Police Sergeant
- d. Sworn Police Officers
- e. School Crossing Guards
- f. Animal Control Officer
- g. Investigations/Evidence Clerk
- h. Recreation Complex & Aquatics Supervisor
- i. Sports and Recreation Manager
- j. Swimming Instructor
- k. Lifeguards
- l. Public Works Director
- m. Parks Superintendent
- n. Water Superintendent
- o. Sewer Superintendent
- p. Water Reclamation Facility Superintendent
- q. Streets Superintendent
- r. Facilities Superintendent

Further any positions that meet the following criteria will also be classified as safety sensitive:

## 13. Criteria

Where the employee's performance of assigned duties could create a safety hazard that could cause injury or harm to the employee, other employees or citizens, or cause damage to property. City Safety-Sensitive positions include, but are not limited to:

- a. Those that require the operation of a vehicle and/or motorized equipment, such as cars, trucks of any size, tractors, mowers, weeders, trimmers, trash compactors, saws, and drills in order to perform their jobs;
- b. Those who choose to drive a City vehicle;
- c. Those whose duties involve the construction of facilities;
- d. Those that are involved in the maintenance of facilities, streets, or vehicles;
- e. Those that use and/or handle hazardous materials/chemicals; and
- f. Those positions that include the care, custody, or control of children, actual or perceived.

#### **14. Confidentiality of Test Results**

Results and records of tests for alcohol and/or illegal/illicit drugs are to be maintained under strict confidentiality by the City. Only those with a need to know are to be informed of test results. They cannot be released to others without the written consent of the employee, or as otherwise required by law or court order. Exceptions to these confidentiality provisions are limited to:

- a. DOT agencies when license or certification actions are required, or
- b. To a decision maker in arbitration, litigation or administrative proceedings arising from a positive drug test, or
- c. From the City's determination that the employee engaged in conduct prohibited regulations including but not limited to a worker's compensation, unemployment compensation or other proceeding related to a benefit sought by the employee.

The employee, upon written request, may obtain copies of any records pertaining to their alcohol or illegal/illicit drug testing.

#### **15. City Designated Agent**

The Human Resources Director is the City's designated agent to receive drug and alcohol testing results from the laboratory, breath alcohol technicians (BAT) or the medical review officer (MRO). When the Human Resources Manager is unavailable, the City Recorder shall serve as the City's Designated Agent.

#### **16. Test Procedures, Records and Definitions**

When a test for illegal/illicit drugs is required under the provisions of this policy, the test will be performed from urine specimens collected either at a qualified collection site or at a designated work location by a qualified collection specialist. All specimens will undergo an initial Enzyme Multiplied Immunoassay Technique (EMIT) test. Any positive results from this analysis will be confirmed through a Gas Chromatography with Mass Spectrometry (GC-MS) test. Any positive results from this latter analysis will be reviewed by the City Designated Agent. When a breath alcohol test is required under this policy, it will be performed according to DOT standards by a certified breath alcohol technician (BAT). The following is a list (but not limited to) of the substances tested for, along with the minimum



concentrations that will indicate a positive test result. (Note: Random testing for CDL holders, safety sensitive and executive staff positions shall be limited to alcohol, marijuana, cocaine, amphetamines, opiates and phencyclidine.

### **17. Collection Procedures**

The collection site person shall follow DOT regulations, to collect all specimens. The following are highlights of the regulations:

- a. Donor shall be positively identified by the collection site person through photo identification or identification by the employer's representative.
- b. The collection site person must request the donor to remove any unnecessary outer garments (i.e. coat or jacket) that might conceal items or substances that could be used to tamper with or adulterate their urine specimen.
- c. The collection site person must ensure that all belongings (i.e. a purse or a briefcase) remain with the outer garments.
- d. Donor will be required to wash and dry their hands prior to specimen collection. After washing hands, the donor must remain in the presence of the collection site person and may not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials that could be used to adulterate the specimen.
- e. The collecting of urine specimens must provide privacy to the donor unless there is a reason to believe that a donor may alter or substitute the specimen to be provided.
- f. Donor must be provided with a sealed, single use specimen collection container.
- g. Immediately after the specimen has been submitted to the collection site person, the donor may wash their hands.
- h. If the donor is unable to produce a sufficient amount of urine for testing, the donor will be given up to two (2) hours to provide a sufficient specimen. If still unable to provide a specimen, the donor shall be referred to the medical review officer.
- i. Collection site person shall measure the temperature of the specimen within four (4) minutes, examine the color of the specimen and securely place the identification label on the specimen bottle in the presence of the donor.
- j. Donor shall be required to initial the label on the specimen bottle and sign a chain of custody form certifying the specimen identified has been collected from them.
- k. The completed chain of custody form shall accompany the specimen to the testing laboratory.

### **18. Chain of Custody**

A secure written Chain of Custody process will be implemented from the time of the collection of the specimen until the specimen is disposed of or secured in frozen long-term storage.

### **19. Confirmation of Test Results**

Applicants - A job applicant whose breath alcohol screening test (if required) yields an alcohol concentration of 0.01 or greater will be required to submit to a second or confirmation test. A second test with a result of 0.02 or more is considered positive. If the second test is required, the breath alcohol technician will use an evidential breath testing (EBT) device that prints out the results, date

and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results.

When a job applicant's initial drug analysis yields a positive result, a second analysis shall be performed, from a portion of the same urine specimen, using the gas chromatography/mass spectrometry (GC/MS) method. The applicant will be contacted, with the test results, either by phone or in writing by the City Designated Agent.

Employees - An employee whose breath alcohol test yields an alcohol concentration of 0.01 or greater will be required to submit to a second or confirmation test. A second test with a result of 0.02 or more will be considered positive. If the second test is required the breath alcohol technician will use an evidential breath testing (EBT) device that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results. When an employee's initial drug analysis yields a positive result, a second analysis shall be performed, from a portion of the same urine specimen, using the gas chromatography/mass spectrometry (GC/MS) method. If the second analysis confirms the positive result, the City Designated Agent must make a reasonable effort to contact the employee directly, on a confidential basis, to discuss the test result. The City Designated Agent shall review and interpret the drug test and examine alternate medical explanations for any positive test result.

If the employee provides appropriate documentation and it is determined that it is legitimate medical use of a prohibited drug, the drug test result is reported as a negative to the employer. If the employee fails to contact the City Designated Agent within 5 days from the date contacted or the employee expressly declines the opportunity to discuss the test, the Designated Agent may verify the test as positive. Following the verification of a confirmed positive test result, the testing agent shall notify the City Designated Agent. The results of a positive drug test shall not be released until confirmed. The City Designated Agent may then refer the employee to the City's EAP.

Following verification of a positive confirmed test, the employee may request a second test (which shall be made from the split sample) by notifying the City Designated Agent within 72 hours of notification of a positive drug test. The City Designated Agent will then direct the laboratory in writing to provide the split specimen to another certified laboratory for analysis. The cost of the split specimen test must be paid in advance by the employee. If this test yields a positive result, that will be the final result. If this test yields a negative result that will be considered the final result and the City will reimburse the employee for the cost of this test.

## **20. Records Retention**

The City's designated agent shall maintain records of its alcohol misuse and controlled substance use prevention programs as provided in this policy. These records shall be maintained separate from personnel records, in a secure location with controlled access. Records relating to drug and alcohol testing must be made available to the Secretary of Transportation, any DOT agency, any state or local official with regulatory authority over the employer or any of its drivers. Post-accident records must be made available to the National Transportation Safety Board when requested.

The DOT requires that the records be maintained for the time periods set forth below:

Five (5) Years:

- a. Alcohol tests with results showing an alcohol concentration of 0.01 or greater;

- b. Drug tests with verified positive results for illegal/illicit drugs;
- c. Documentation of refusal to take drug/alcohol tests;
- d. Documentation of calibration of evidential breath testing devices;
- e. Employee testing records and referrals for rehabilitation;
- f. Annual calendar year summaries;
- g. Documentation of employee personal information, job description, type of illegal/illicit drugs
- a. tested and disposition of findings;
- h. Records documenting the collection process conforms to Part 40.25 of Title 49 CFR, or successor regulations;
- i. Training records of employees required to maintain a CDL and their supervisors;
- j. Records of number of employees tested by type of test.
- a. Two (2) Years:
- k. Records related to the drug and alcohol collection process (except calibration of evidential breath testing devices);
- a. One (1) Year
- l. Records of negative and canceled drug tests.

## 21. Definitions

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol Use** means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

**Alcohol Concentration (or content)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath testing device.

**Blind Performance Test Specimen** is a non-employee urine specimen submitted to the laboratory to verify testing control quality procedures.

**Breath Alcohol Technician (BAT)** is a trained individual that conducts the breath test to determine the alcohol concentration in an individual.

**Chain of Custody** means the procedure to account for the integrity of each specimen by tracking its handling and storage from the point of specimen collection to final disposition.

**Controlled Substance** means a drug or substance as defined in federal and state law.

**Drug or Controlled Substance Test** means a generally accepted and proven analysis of a urine sample for the presence of controlled substances provided by an employee or prospective employee processed at a certified laboratory.

**Employee** means an individual who holds a recognized position with Moab City and is paid a wage or salary.

**Employee Assistance Program (EAP)** means a counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

**Evidential Breath Testing device (EBT)** is a device approved by the National Highway Traffic Safety Administration to test the breath for alcohol consumption.

**Illegal/Illicit Drug** is defined by Section 802(6) of Title 21 of the United States Code, the possession or consumption of an unlawful substance, under Chapter 13 of the Title.

**Negative Alcohol Test** means a test showing an alcohol concentration of less than 0.01

**Negative Drug Test** means a drug test result that was negative on an initial FDA approved immunoassay test.

**On-Duty** means all time from the time an employee begins work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.

**Positive Alcohol Test** means an initial test showing an alcohol concentration of 0.01 or greater and a confirmed test with an alcohol concentration of 0.02 or greater.

**Positive Drug Test** means a test result that was positive for the initial FDA approved immunoassay test, confirmed by a gas chromatography/mass spectrometry assay.

**Random Selection** is a selection process based on a scientifically valid selection method which assures that all covered employees have an equal chance of being tested.

**Sample** means urine, blood, or breath specimen.

**Split Urine Sample** means a portion of the urine sample provided by the donor at the time of collection, poured into a separate specimen bottle, sealed in the presence of the donor, and shipped to the laboratory.

**Substance Abuse Professional** means a licensed physician, or a licensed certified psychologist, social worker, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and illegal/illicit drug related disorders.

**Supervisor** means an employee having authority to direct, assign.

### *10-15 Workplace Searches*

The City reserves the right to question employees based on reasonable suspicion and all other persons entering and leaving City premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes or any other possessions or articles carried to and from the City's property. All offices, desks, computers, electronic files, hard files, lockers, etc., are the property of the City and are issued for the use of employees only during their employment. Inspections may be conducted at any time at the discretion of the City. No expectations of privacy exist regarding City owned property. Any and all inspections will be conducted in compliance with federal and state law, including the 4<sup>th</sup> Amendment.

### *10-16 Political Activity*

Employees can hold elected offices, be voting district officers, and be county, state, or national delegates in the parties of their choice. Employees may not hold a city elected office while an employee of the City.

Under Utah Code Annotated Section 10-3-1108, except as otherwise provided by federal law:

1. the partisan political activity, political opinion, or political affiliation of an applicant for a position with a municipality may not provide a basis for denying employment to the applicant;
2. An officer or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal;
3. A municipal officer or employee may not engage in political campaigning or solicit political contributions during hours of employment;
4. A municipal officer or employee may not use municipal equipment while engaged in political activity;
5. A municipal officer or employee may not directly or indirectly coerce, command, or advise another municipal officer or employee to pay, lend, or contribute part of the officer or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes; and
6. A municipal officer or employee may not attempt to make another officer or employee's personnel status dependent on the officer or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.

A municipal employee who has filed a declaration of candidacy may:

1. Be given a leave of absence for the period between the primary election and the general election; and
2. Use any vacation or other leave available to engage in campaign activities.

If a municipal officer or employee is elected to a public office, the employee may:

1. Be given a leave of absence without pay for the time during which the employee receives compensation for service in the public office; and
2. Use any vacation or other leave available to serve in the public office.

Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.

Nothing in this section may be construed to:

- b. prohibit a municipal officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
- b. permit a municipal officer or employee's partisan political activity that is prohibited under federal law.

## *10-17 Procurement Policy*

### *A. General Policy*

The City of Moab shall comply with all applicable federal laws and regulations, state laws, and City ordinances and resolutions regarding the procurement of goods, services, and contracts. A complete copy of the City purchasing policy may be obtained from the City website at [www.moabcity.org](http://www.moabcity.org). For further information, contact the Recorder's Office.

### *B. Credit Cards*

City credit cards shall be used for official City business only and all use shall comply with the City's purchasing policy.

## *10-18 Maintenance of Valid Driver's License*

If, for any reason during employment, an employee is unable to maintain the appropriate valid Utah driver's license or commercial driver's license required by the employee's position or for any other reason becomes uninsurable (under the City's insurance policy then in force without any additional premiums or costs being incurred by the City to insure that employee), that employee must inform his or her supervisor immediately. The supervisor will then inform the Department Director and the Human Resource Director. Employees may not drive any city vehicles or operate any City equipment without a valid Utah Driver's License. This policy only applies to employees whose position requires them to drive a motor vehicle as part of the essential functions of their respective positions.

The Human Resource Director, City Manager/Personnel Officer and Department Director will then review the situation, considering such things as the nature of the job and the expected duration of time the employee will be without a driver's license, and decide the appropriate action to be taken.

The Human Resources Department shall at least annually review the status of employee driver licenses with the State Driver's License Division.

### *A. Penalties for Failure to Maintain Driver's License or for Failure to Notify*

Failure to maintain a valid Utah driver's license or a commercial driver's license in a position that requires such or failure to notify a supervisor of being uninsurable or a change in status of an employee's driver's license when such license is a job requirement may subject the employee to disciplinary action, including, but not limited to, termination.

## *10-19 Acceptance of Gifts*

City employees must be fair and impartial in their business dealings with the public and serve all citizens equally. It is not enough to avoid favoritism. Employees should strive to avoid even the appearance of giving preference to one citizen or business over any other. No official or employee shall directly or indirectly solicit any gift or accept or receive any gift whether in the form of money, services, loan, travel, entertainment,

hospitality, promise, clothing or any other consideration from which it could be reasonably inferred that the gift was intended to influence them in the performance of his or her official duties or was intended as a reward for any official action on their part. Nominal gifts of \$50 or less on an infrequent basis shall not constitute a violation of this policy. The City Manager/Personnel Officer shall have the authority to reasonably interpret this policy.

### *10-20 Employee Discipline*

The City expects from its employee's integrity; mutual respect and courtesy; effective and efficient performance; considerate customer and citizen relations; responsiveness; and loyalty. Employees are expected to conduct themselves in an appropriate manner. To maintain the City's desired level of performance, and to protect the citizens, other employees, City property, and City interests, the City has established certain standards of conduct. All employees are expected to adhere to the City performance and conduct standards.

These standards were established for the guidance of all employees. They are intended to provide examples of types of conduct that are not acceptable and will lead to disciplinary action. The list should not be considered all-inclusive. Department policies must be followed in conjunction with these policies.

#### *A. Standards of Conduct - Critical Offenses*

Critical offenses are violations of the City's Standards of Conduct that, depending on the circumstances, may be sufficiently serious as to justify termination without regard to the employee's length of service or prior record of conduct or disciplinary action. The list should not be considered all-inclusive.

1. Disclosing confidential City, employee, and/or citizen information to anyone without prior authorization;
2. The unauthorized removal, falsification, intentional release of, or alteration of City records and/or documents such as, but not limited to, the employment application, drug or alcohol testing documentation or consent forms, records of hours worked (e.g., time clock fraud or attendance records), or any other official and/or confidential document;
3. Conviction of a felony or conviction of a misdemeanor that reflects negatively on the ability to perform an employee's job duties and responsibilities.
4. Theft of any kind.
5. The willful or grossly negligent destruction, abuse, or damage of City property or the property of its employees.
6. Conduct detrimental to the City.
7. The unlawful distribution, possession, consumption, purchase, sale, or manufacture of intoxicants or illegal substances while on City property or during work hours and/or reporting to work under the influence of such intoxicants.
8. Disorderly conduct while performing job duties, including, but not limited to, threatening, intimidating, bullying, fighting, coercing, sexually harassing, or physically assaulting City personnel, visitors, or citizens.
9. Possession of weapons or firearms on City property except as specifically allowed by law.
10. Insubordination, disrespectful behavior towards a manager or supervisor or the refusal to obey a legitimate directive from the supervisor or designated supervisor (not to be confused with the employee's inability to perform the job).
11. Failure to report for duty or unauthorized absence.

12. Violation of City policy against unlawful harassment or discrimination (including, without limitation, sexual harassment), Alcohol and Drug Abuse, Possession of Pornographic materials in the workplace, Tobacco Free Workplace, or Crime Free Policies.
13. Dishonesty, deceit, or fraud.

### *B. Standards of Conduct - Serious Offenses*

Serious offenses are violations of the City's Standards of Conduct that, depending on the circumstances, may justify disciplinary action up to and including termination. The list should not be considered all-inclusive.

1. Excessive absenteeism and/or tardiness. Failure to use proper call-in procedure for reporting absences.
2. Failing to inform the Human Resources Director about the use of or being under the influence of prescription drugs that can interfere with the employee's ability to safely perform job duties or operate machinery or City vehicles in a safe manner.
3. Any violation of City departmental policies or procedures.
4. Disregard for safety rules.
5. Failure to follow specified job instructions.
6. Failure to work harmoniously with other employees.
7. Unauthorized solicitation on City premises.
8. Creating or contributing to unsanitary conditions.
9. Unauthorized operation of tools, machinery, or equipment.
10. Gambling on City premises.
11. Failure to report an injury or accident.
12. Unauthorized sleeping on the job during work hours or leaving the site early without permission.
13. Failure to maintain production and performance standards.
14. Repeated violation of rules and procedures.
15. Any conduct which reflects negatively on the character of the employee or the City.
16. Non-exempt employees working unauthorized overtime.

### *C. Corrective Disciplinary Action Overview*

The following is an explanation of the disciplinary action process, although the City has the option of deviating from these steps when circumstances dictate.

All disciplinary actions, except terminations, are intended to be corrective and to result in compliance with policies, procedures, standards of conduct, and expected job performance standards. For discipline to be effective, the discipline should be presented to the employee soon after the improper action occurred, or the City first learned of the improper action. An employee should be advised in writing of discipline to be taken against him/her.

Discussions regarding the discipline should be on a need-to-know basis. Interviews should be conducted in a quiet area separate from coworkers.

Documentation of written discipline should be provided to the employee and the Human Resource Department.



#### *D. Disciplinary Action*

Except in cases of critical or serious offenses, which may result in termination without prior progressive discipline, the City generally uses a progressive disciplinary action procedure to resolve employee performance problems. A fact-finding meeting will be held with the employee and Department Head or designee to discuss allegations prior to disciplinary action being taken. The process requires that the Department Head and/or designee be involved in all aspects of the disciplinary process. Disciplinary action must be documented in writing and may include the steps set out below. However, depending on the seriousness of the offense, the City may elect to proceed directly to a written warning or a pre-determination meeting.

Employees may be given administrative leave with pay to allow management time to investigate any alleged serious misconduct. If this happens, the employee's supervisor will notify the employee of the results of the investigation and of the action to be taken.

#### *E. Verbal Warning*

This is an informal warning, presented in a private meeting with the supervisor, and documented in writing but not placed in the employee's permanent file in the Human Resource Department. A copy of the documentation of the warning is given to the employee. The document will also list the consequences if further performance problems continue. The verbal warning and pertinent documentation are kept in the supervisor's or department's file and are not placed in the employee's Human Resources file unless further disciplinary action related to the verbal warning is taken or a second similar incident occurs. All verbal warnings that involve violation of the City's Equal Employment Opportunity policies (e.g., discrimination based on race, religion, gender, or other protected class; unlawful harassment; inappropriate sexual conduct, etc.) are to be forwarded to the Human Resource Department for review prior to a verbal warning being presented to the employee. Disciplinary action involving these types of discriminatory infractions will be evaluated to ensure appropriate disciplinary action is taken, and a copy of which will be maintained in the Human Resource Department.

#### *F. Written Warning*

Should further discipline be required after the verbal warning, the Department Head may issue a formal written warning, specifying the problem and the improvement required, a copy of which is placed, along with supporting documentation and the verbal warning, in the employee's personnel file in the Human Resource Department. The disciplinary action is presented by the Department Head with the Department Head and/or supervisor present at the meeting. The employee will be asked to read and sign the warning.

At the Department Head's discretion, the written warning will be active for one year from the date of presentation to the employee. If the employee is subjected to further disciplinary action for any reason during the one-year period, the existence of a prior verbal or written warning may justify increasing the level of disciplinary action for any subsequent misconduct. In addition, the City may consider written or verbal warnings from prior years in determining disciplinary action for misconduct in subsequent years if it appears that the employee has engaged in a pattern of inappropriate conduct or poor work performance over time.

The employee receives a copy of the warning. Another copy is placed in the employee's file in the Human Resources Department. The written warning serves as notification that if the problem is not corrected, the consequences will result in severe disciplinary action or termination.

#### *G. Pre-Determination Hearing*

Prior to the termination, suspension without pay, formal, written disciplinary action, or disciplinary demotion of a part-time or regular full-time employee who is not on probationary status, an employee is entitled to a hearing where information regarding allegations of misconduct is presented to the employee. As outlined in Utah Code Ann. §10-3-1105, probationary, seasonal, and temporary employees are not entitled to due process in the form of a pre-determination hearing. The hearing is for the purpose of allowing the employee to present any information or evidence that he/she believes is relevant to the allegations of misconduct.

If it is determined that a pre-determination hearing is appropriate, the Department Head shall conduct the hearing with the department supervisor and Human Resources present to offer input. Written notice of the disciplinary hearing shall be given to the employee at least two (2) business days before the hearing is held. The notice shall describe the facts relating to the employee's misconduct and refer to the relevant sections of this Handbook and applicable laws, policies and procedures. The employee should also be told he/she may bring evidence or witnesses that the employee believes relevant to the hearing. The employee is not entitled to be represented by an attorney or other counsel at the pre-determination hearing.

The Department Head, in conjunction with the Human Resource Director, will be responsible for maintaining a written record of the hearing. Following the pre-determination hearing, the Department Head shall present any recommendation for discharge, suspension without pay of two or more days, or reassignment with less remuneration to the City Manager for approval. The final decision shall be presented to the employee by the Department Head, supervisor, and the Human Resource Director within fourteen (14) calendar days from the date of the hearing. The Department Head may request an extension of up to a maximum of thirty (30) calendar days from the date of the hearing.

#### *H. Required Approval of City Manager*

Only the City Manager may discharge an employee. Prior to the effective date of any discharge, suspension without pay for more than two days, or reassignment with less remuneration, an employee may request a meeting with their Department Manager and/or the City Manager or the Assistant City Manager, as determined by the City Manager, to discuss the decision. The employee must request the meeting within five (5) business days after receipt of the disciplinary decision from their Department Head.

#### *I. Severe Disciplinary Action*

If the employee does not show improvement in their performance, he/she may be suspended without pay, demoted, and/or terminated. Prior to initiating severe disciplinary action, it is the responsibility of the Department Head to conduct the predetermination meeting with the employee, with the department supervisor and Human Resources present. The employee is asked to read and sign the action. A copy of the disciplinary action will be given to the employee, and the original with applicable documentation is

placed in the employee's file in the Human Resource Department. At the Department Head's discretion, the disciplinary action will be active for one year from the date it is presented to the employee. The disciplinary action will stipulate that if the performance problem is not corrected, the consequences will result in termination of employment. Suspension of less than two days may be applied only with prior approval of the Department Head and Human Resources. As specified in Utah Code Ann. §10-3-1106, any employee with a property interest in their job, (excludes employees in appointed positions) are entitled to take advantage of the appeal process if there is a suspension of more than two days without pay.

#### *J. Termination*

If the final pre-determination hearing decision is to terminate the employee's employment, the Department Head shall confer with the Human Resource Director and the City Manager prior to formulating the termination document and presenting it to the employee. Only the City Manager has the final authority to terminate an employee's employment.

The disciplinary action document should set forth the reasons for termination. The Human Resource Director must be informed of any pending employee termination. The Department Head must contact the Human Resource Director prior to terminating an employee to coordinate the preparation of final wage and benefit payments and prepare an exit letter explaining termination and COBRA information. The termination document will include the reasons for termination. It will also inform the employee of the termination appeals process.

The Department Head conducts the termination meeting with the department supervisor, Human Resource Director, and/or City Manager. If the employee does not appear at the termination meeting, the termination letter will be mailed to that person at the current address with the City. The Human Resource Director will be responsible for maintaining a written record of the meeting. The employee will be asked to sign the termination document and given a copy for their personal records.

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## *Section 11 – Grievance Procedure*

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### *11-1 Complaint Procedure*

Employees who have an issue or concern about the working conditions shall have the opportunity to discuss the issue with management. The first step is a discussion of the issue or concern with the employee's immediate supervisor. If a satisfactory resolution is not reached, the employee shall have the right to pursue the issue through the City's chain of command. If the employee does pursue the issue, it shall be their responsibility to inform the manager at each level of the intent to pursue resolution to the next level. The final step of this process shall be a discussion with the City Manager whose determinations shall be final. All responses should be completed at each level within 15 days unless there are mitigating circumstances.

Employees are encouraged to report issues and concerns within 30 days. Any reports after 30 days will still be reviewed.

The complaint procedure is intended to allow employees to address concerns or issues about their compensation; benefits; any informal disciplinary or corrective action that may lead to reassignment, suspension, or termination; promotion or transfer decision; violation of City policy or procedure; safety concern; or other similar issue or concern. It is not intended to allow an employee to challenge every management decision or direction with which the employee disagrees or to unreasonably interfere with a manager's ability to manage or direct the work of employees. Employees should consult with Human Resources if they have questions about the application of the complaint procedure.

Notwithstanding the foregoing, this complaint procedure does not apply to issues that involve a transfer with less remuneration, suspension of more than two days without pay, or discharge. Those issues should be addressed through the section above and through the employee transfer and discharge appeal rights and procedure policy.

### *11-2 Employee Transfer and Discharge Appeal Rights and Procedure*

Except as otherwise provided in [Utah Code Section §10-3-1105\(2\)](#) as amended, any employee who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason shall have the right to appeal the decision to an Employee Transfer and Discharge Hearing Officer as set forth in Utah Code Sections 10-3-1105 and 10-3-1106, as amended, and applicable City ordinance.

Notwithstanding the foregoing, this provision does not apply to an employee who is discharged or involuntarily transferred to a position with less remuneration if the discharge or involuntary transfer is the result of a layoff or reorganization or other non-disciplinary reason.

Pursuant to [Utah Code Section §10-3-1105\(2\)](#), as amended, the Employee Transfer and Discharge appeal rights do not apply to the following positions:

1. City Manager
2. Assistant City Manager
3. City Attorney
4. City Recorder
5. City Engineer

6. Police Chief
7. Assistant Police Chief
8. The head or the deputy to the head of a municipal department or division, including but not limited to:
  - a. Finance Director
  - b. Human Resource Director
9. Superintendents
10. Probationary Employee
11. Seasonal or temporary employee
12. Person who works in the office of an elected official
13. Secretarial or Administrative support position that is specifically designated as a position to assist an elected official or the head or deputy head of a municipal department

Employee Transfer and Discharge appeal rights also do not apply to employees employed on an at-will basis or otherwise exempt as allowed by Utah Code Section 10-3-1105(2)(a) and (e).

Nothing in [Utah Code Sections §10-3-1105](#) or [§10-3-1106](#) as amended may be construed to limit a municipality's ability to define cause for an employee termination or reduction in force.

An employee to which Utah Code Section 10-3-1105 applies may not be discharged, suspended, or involuntarily transferred to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of department.

Appeals to the Employee Transfer and Discharge Hearing Officer shall be taken by filing written notice of the appeal with the City Recorder within ten calendar days of the discharge, suspension without pay, or involuntary transfer.

Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the Human Resource Director and Hearing Officer. Upon receipt of the referral from the City Recorder, the Hearing Officer shall forthwith commence their investigation, take and receive evidence and fully hear and determine the matter which relates to the cause for the discharge or transfer.

The Hearing Officer shall have the power to subpoena witnesses and compel the production of evidence. The scope of the inquiry of the Hearing Officer shall be limited to determine if the City has proven the facts supporting the allegations made against the employee by substantial evidence and that the disciplinary sanction is proportionate to the alleged misconduct and consistent with discipline imposed against other similarly situated employees with appeal rights. Discovery shall be limited to that information which was considered in making the decision which is being appealed. The Hearing Officer is not required to follow the Utah Rules of Civil Procedure or the Utah Rules of Evidence.

The employee shall be entitled to appear in person and to be represented by counsel (at the expense of the employee), to have a public hearing, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Hearing Officer.

The decision of the Hearing Officer shall be certified to the City Recorder no later than 15 days after the day on which the hearing is held. The City Recorder shall certify the decision to the Human Resource Director, the employee affected, and to the head of the department from whose order the appeal was taken. For

good cause, the hearing officer may extend the 15-day period to a maximum of 60 calendar days if the employee and the City both consents.

In the event that the Hearing Officer does not uphold the discharge, or transfer, the Hearing Officer shall provide that the employee shall receive the employee's salary for the period of time which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or any deficiency in salary for the period during which the employee was transferred to a position of less remuneration. The employee shall be paid his salary commencing with the next working day following the certification by the City Recorder of the Hearing Officer's decision, provided that the employee, or officer, concerned reports for his assigned duties during that next working day.

A final action or order of the Hearing Officer may be reviewed by the Court of Appeals by filing with that court a petition for review within 30 days after the issuance of the final action or order of the Hearing Officer. The Court of Appeals' review shall be on the record of the Hearing Officer and for the purpose of determining if the Hearing Officer abused their discretion or exceeded the Hearing Officer's authority.

### *11-3 Appeals Authority*

**Hearing Officer:** The appointed appeals authority shall consist of a hearing officer appointed by the Mayor with the advice and consent of the City Council.

**Compensation:** The hearing officer may receive compensation for services.

**Term:** The term of the Hearing Officer shall be for a period of three calendar years.

**Eligibility for Reappointment:** The hearing officer shall be eligible for reappointment or re-election.

**Jurisdiction:** The Hearing Officer shall have the right and obligation to hear appeals from discharges or disciplinary transfers of all officers and employees who are not at-will or covered under the provisions of §10-3-1106 Utah Code Annotated, or its successor provision.

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## *Section 12 - Safety and Risk Management*

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### *12-1 General Policy*

The following general safety rules apply in all City work areas. Each work area may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules and OSHA regulations.

1. Proper training and/or licensing is required by all employees operating any type of power equipment.
2. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate to the work performed.
3. Employees shall avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair shall be properly secured. Employees must also adhere to additional Department policies.
4. Employees shall report defective equipment will immediately.
5. Employees will not operate equipment or use tools for which licensing and training has not been received.
6. In all work situations, safeguards required by State and Federal Safety Orders will be provided and followed.
7. Due to the potential risk, employees are prohibited from entertaining, or caring for, guests or family members in or around inherent dangerous work areas. These areas include, but are not limited to:
  - a. Road repair sites;
  - b. Construction areas;
  - c. Vehicle maintenance areas;
  - d. Animal control incidents;
  - e. Sewer facilities.
8. Seatbelts must always be worn while operating a City vehicle or a personal vehicle while conducting City business. Employees found not wearing their seatbelts are subject to disciplinary action.
9. All employees are required to comply with the City's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made regarding the employee's immediate employment situation.

### *12-2 Proper Use of City Equipment and Tools*

The use of City equipment or tools for private purposes is strictly prohibited.

Employees shall be required to attend training, provided by the City; including an explanation of job hazards, safety procedures, and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved.

A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driver's license in their

possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act, signed into law on October 27, 1986. Employees must renew their commercial driver's license at four-year intervals.

Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all state and local traffic laws.

Employees using City vehicles shall ensure they are kept clean and serviced according to fleet specifications.

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The employee's supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the City's intellectual property, such as audio and video tapes, print materials and software.

### *12-3 Building Security*

#### *A. Distribution of Keys*

Human Resources in coordination with the Executive Administrative Assistant is responsible for distribution of keys, keypad codes, and security access cards to building occupants, with the exception of Public Safety. Human Resources in coordination with the Executive Administrative Assistant shall maintain a record of the keys, keypad codes, and security access cards distributed to building occupants. Department Heads are responsible for the collection of all keys and key cards upon employee separation or suspension. The departments shall not loan out keys, duplicate keys, or distribute keypad codes or security access cards.

#### *B. Employee Responsibility*

Employees shall not loan, duplicate, or transfer keys, keypad codes, or security access cards to City facilities. Such behavior may be grounds for disciplinary action. All keys, security access cards, etc. will be returned to the City immediately upon termination of employment.

#### *C. Lost Keys*

Any lost keys or security access cards shall be reported to the employee's supervisor and the Department Director immediately. The Department Director or Supervisor must notify Human Resources within 24 hours of the lost keys.

### *12-4 Accident Reporting*



Employees shall report all job-related accidents regardless of severity, personal or vehicle immediately to their supervisor and Department Head. Additionally, the Department Head must immediately report all accidents with or without injury to Human Resources.

#### *A. Accident with Injury*

When injured while on duty, an employee must:

1. Call 9-1-1 or dispatch, and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Head even if the accident occurs after normal work hours.
2. Remain at the accident until the police or supervisor approves departure.
3. Immediately obtain necessary treatment. The City recommends that employees initially seek medical treatment at an approved medical facility if possible. Names and locations of approved medical facilities may be obtained from the Human Resource Department.
4. Submit to a drug test if determined necessary according to the City's drug testing policy. Supervisor or Department Head is required to drive the employee to get a drug test.
5. Obtain a medical release form signed by a doctor and submit copies to the Human Resource Department and supervisor.
6. Report to work as permitted by the medical release form.
7. Detail job related injury on forms prescribed by the Utah Industrial Commission and the City. These forms must be completed within one week following the incident producing the injury.

#### *B. Accident with no Injury*

When involved in a vehicle accident, but not injured, an employee must:

1. Call 9-1-1 or dispatch and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Head even if the accident occurs after normal work hours.
2. Remain at the accident until the police or supervisor approves the employee's departure.
3. Collect necessary contact and insurance information from any others involved in the accident.
4. Submit to a drug test if determined necessary according to the City's drug testing policy. Supervisor or Department Head is required to drive the employee to get a drug test.

### *12-5 Risk Management*

The City will be aggressive in risk identification. All existing operations, programs, equipment, and facilities of the City shall be evaluated on a regular basis to determine potential risk. Employees shall report any identified risks to their immediate supervisor. In addition, employees shall report any potential hazards, damaged or missing signs, or other possible risks immediately to their supervisor.

#### *A. Claims, Lawsuits & Liability*

An employee who becomes aware of any occurrence, which may give rise to a lawsuit, who receives a notice of claim, or is sued because of an incident or is served with a subpoena related to their employment, shall give immediate notice to their supervisor, the Department Head, and the City Attorney.

1. Employees must complete an incident report for any alleged injury or damage to persons or property involving a City official, employee, volunteer, or equipment or any such event occurring on City property. The employee must submit the incident report to their supervisor who will then submit to Human Resources. Human Resources will submit a copy to the City Manager/Personnel Officer and City Attorney.
2. Pictures must be taken at the scene and submitted with the incident report.
3. No official or employee shall admit or indicate in any manner that they or the City is at fault or has any liability in any incident that may result in a claim or lawsuit. No official or employee shall make any commitments or promises to claimant unless specifically authorized to do so by the City Manager/Personnel Officer or designee.
4. The City Attorney will receive and coordinate the resolution of claims and lawsuits made against the City, its officers, employees, or volunteers.

It is the policy of the City to require an investigation and a review of all vehicle or equipment accidents involving employees during the course of their duties. This policy also covers privately owned vehicles used by City employees for City business.

Any vehicle or equipment accident within the boundaries of the City will be investigated by the Grand County Sheriff's Office. The Safety Officer, City Manager/Personnel Officer and Human Resource Director shall be notified of the accident within three (3) calendar days of the incident

Any vehicle or equipment accident outside the boundaries of the City will be investigated by an officer of the applicable jurisdiction.

Three copies of the accident report involving City vehicles, equipment, or personnel will be submitted to the City Manager/Personnel Officer, Public Works Director and Human Resource Director.

#### *B. Incident Review Process for Vehicle & Equipment*

Vehicle or equipment accidents involving employees, which have been determined by the Risk Management Committee to require an incident review, shall be conducted in accordance with the following:

After review of all information provided, the Risk Management Committee will classify the accident as one of the following:

1. Non-preventable
2. Preventable/Mitigating
3. Preventable
4. Preventable/Reckless

The Risk Management Committee shall also document the severity of the accident according to one of the following:

1. Very Minor (Less than \$750)
2. Minor (\$750-\$3250)
3. Major (More than \$3250)

As a result of the Incident Review process, any disciplinary action will be determined and administered by the Department Head in consultation with the Human Resource Director.

### *12-6 Occupational Safety and Health Administration (OSHA)*

The City will post all required OSHA notices in conspicuous places. Employees may obtain additional information regarding OSHA from their Department Head.

If an OSHA inspector arrives on a job site, an employee should contact their Department Head immediately. The Department Head shall make arrangements for any required inspections and notify the City Attorney.

### *12-7 Fitness for Duty Evaluations*

Fitness for duty medical evaluations may be performed by a City approved, licensed, medical professional, under any of the following circumstances:

1. Returning to work from injury or illness as allowed by applicable state or federal law.
2. When management determines that there is a threat to the health or safety of self or others; or
3. When a fitness for duty evaluation is a bona fide occupational qualification for selection, retention, or promotion.

Fitness for duty evaluations will be administered in a manner consistent with the Americans with Disabilities Act and other applicable state or federal law.

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## Section 13 - Fleet Management

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### 13-1 Fleet Policy

The City carries liability insurance covering the operation of City vehicles and covering various other activities of the City. All employees operating City vehicles must report accidents immediately to a supervisor and complete such reports as may be required.

#### A. City Vehicle Use

1. The on-call employee in the Water, Sewer, Streets, and Parks divisions are required to take a City vehicle home. This is to allow employees to respond more readily and to more quickly address emergency situations with proper equipment and tools during non-working hours. All vehicles/employees in this category shall be authorized by the City Manager/Personnel Officer upon recommendation of the Department Head.
2. City owned vehicles that are taken home are to be used only for commuting to and from work or when performing official City duty. City-owned vehicles are not to be used for personal purposes of any kind, unless otherwise noted. When going to lunch, employees should use their personal vehicle if available. Any personal use of City vehicles including commuting to and from work will be reported as a taxable fringe benefit as required by the IRS.
3. Police Officers living within Grand County boundaries may use their assigned Police vehicle for off-duty personal use so long as that use is within Grand County. Non-Police personnel may not accompany the officer in the Police vehicle as passengers when it is operated off-duty.
4. Unless otherwise noted no unauthorized personnel are allowed to be transported in a City vehicle at any time. City vehicles/employees are not to transport anyone other than City employees or people working with or for the City in an official capacity. No family members or other non-employee personnel are allowed in City owned vehicles.
5. Tobacco use is not allowed in city vehicles including cigarettes, smokeless tobacco (dip) and/or e-cigarettes.
6. Personal use of City vehicles - Taxable Fringe Benefits. Any authorized personal use of City vehicles will be reported as taxable fringe benefits for that employee as required by the IRS. Personal mileage must be tracked with daily beginning and ending odometer readings and verified daily by the Department Head. The mileage will be reported at the current IRS rate for business mileage to the IRS as a taxable fringe benefit annually and reflected on that employee's W-2 wage and earning statement.

#### B. Personal Vehicle Use

1. City employees may use their personal vehicles while on City business. Employees will be reimbursed for mileage at the prevailing state of Utah rate.
2. Employees shall carry a \$300,000 excess liability automobile insurance policy on the vehicle(s) to be driven on city business.
3. Accidents that occur while on City business shall be covered by the employee's vehicle insurance provider. The City shall review the nature and cause of the accident and may determine to assist with some or all of the employee's insurance deductible. Nothing in this policy shall create an

expectation that the City will insure the employee's vehicle, pay for any damages, or cover any premium increases due to an accident.

4. An employee who is at fault in an accident shall pursue all remedies through their personal insurance provider. An employee who is not at fault shall pursue all remedies through the other driver's insurance provider.

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## *Section 14 - General Standards of Conduct*

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### *14-1 Punctuality and Attendance*

Employees are hired to perform important functions at the City. Therefore, attendance and punctuality are very important. Unnecessary absences and tardiness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

The City recognizes, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify their supervisors as early as possible, but no later than the start of the workday. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism. Exceptions will be made if the employee is incapacitated and unable to make contact personally.

### *14-2 Health and Safety*

The health and safety of employees and others on City property are of critical concern to the City. The City intends to comply with all applicable health and safety laws. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the City's premises, or in a product, facility, piece of equipment, process or business practice for which the City is responsible should be brought to the attention of management immediately.

Periodically, the City may issue rules and guidelines governing workplace safety and health. The City may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

### *14-3 Publicity/Statements to the Media*

All media or press inquiries regarding the position of the City as to any issues must be referred to Communications and Engagement Manager. Only the Communications and Engagement Manager is authorized to make or approve public statements on behalf of the City. No employees, unless specifically designated by the Communications and Engagement Manager, are authorized to make those statements on behalf of the City. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the City must first obtain approval from the Communications and Engagement Manager.

#### *14-4 References*

The City will respond to reference requests through the Human Resources Department. The City will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

**Only the Human Resources Department may provide references.**

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## *General Handbook Acknowledgment*

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This Employee handbook is an important document intended to help you become acquainted with City of Moab. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the City of Moab's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee handbook.

**I have received and read a copy of the City of Moab's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the City of Moab at any time.**

**I understand that neither this Handbook, nor any policy or procedure contained in this Handbook, creates a contract of employment between me and the City. I further understand that nothing in this Handbook can create the basis for a breach of contract claim, express or implied, between the City and me or support a claim for breach of the covenant of good faith and fair dealing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the City of Moab's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to Human Resources - it will be filed in your personnel file.



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## *Receipt of Equal Employment Opportunity Policy*

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The below equal employment opportunity policies are governed by applicable federal, state, and local laws that prohibit discrimination in employment. If any conflict exists between this policy and the governing laws, those laws will control. The above equal employment opportunity policies and procedures do NOT expand protection beyond that required by applicable federal, state or local law and do not create any contractual rights or obligations between you and the City of Moab

### **Sexual Harassment**

It is the City's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender (including conditions of pregnancy, gender identity, and sexual orientation). The purpose of this policy is not to regulate personal morality within the City. It is to ensure that at the City all employees are free from sexual harassment. All employees of the City have the legal right (Title VII of the Civil Rights Act of 1964 and the Utah Antidiscrimination Act) to work in an environment free from sexual harassment. In addition, all individuals making application for employment with the City have the right to expect an environment free from sexual harassment.

Sexual harassment is an unlawful activity, which violates City policy. It is prohibited as a form of sex discrimination. It is unacceptable behavior that will not be tolerated at any level. Any employee who engages in any form of sexual harassment or inappropriate sexual conduct shall be subject to disciplinary action up to and including termination.

### **Policy**

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment. Persons may perceive harassment even if they are not the intended target if it creates an offensive environment for them.

Further, sexual harassment, according to the federal Equal Employment Opportunity Commission (EEOC), consists of unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual nature or sex-based nature where:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.
2. An employment decision is based on an individual's acceptance or rejection of such conduct.
3. Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

## **Complaint Procedure**

Each employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise unlawful, and for respecting the rights of their coworkers.

1. If an employee feels that they have been subjected to conduct which violates this policy, they should immediately report the matter one of the City's EEO Officers (as defined in the handbook). If the employee does not receive a satisfactory response within five days, the employee should contact the Human Resource Director or the City Manager/Personnel Officer.
2. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate.
3. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The investigation will be handled in a confidential manner with information disseminated on a strict need-to-know basis. Every employee who is given information regarding the complaint will be informed of the need to preserve the confidentiality of the information they receive.
4. Any employee of the City who is accused of harassment shall not question, coerce, intimidate, or retaliate in any way against the employee who has filed a complaint or against employees who have provided information concerning the complaint. If an employee feels they have been subjected to any such retaliation, they should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.
5. All employees shall fully cooperate in any investigation of harassment or retaliation. Disciplinary action will be taken against any employee who obstructs or does not fully cooperate with any investigation of harassment or retaliation.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

## **Statement of Penalties for Misconduct**

An employee's commission of acts of sexual harassment, harassment, bullying, and/or retaliation will result in disciplinary procedures as outlined in this Handbook. Discipline shall depend on the nature or severity of the misconduct. All records concerning sexual harassment, harassment, or bullying complaints or the results of disciplinary actions shall be maintained and stored in the City's Human Resource Department as protected files.

## **Investigation of Alleged Illegal Harassment, Discrimination, Bullying or Sexual Harassment**

Any employee, who believes they have been the victim of any illegal discrimination, bullying, or harassment or wants to report an incident, should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Department Head, Human Resource Director, Assistant City Manager/Personnel Officer or the City Manager/Personnel Officer. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible illegal discrimination, bullying, or any type of harassment should promptly advise the City Manager/Personnel Officer or any member of management who will report the concern to the Equal Employment Opportunity (EEO) Officer of the City. The City Manager/Personnel Officer is the EEO Officer for the City. The City Manager/Personnel Officer will conduct a

timely and confidential investigation of all claims or reports of harassment. The City Manager/Personnel Officer may delegate a representative or agent to conduct fact finding on their behalf. As part of the investigation, the City Manager/Personnel Officer or their designee will meet with the employee bringing the complaint to determine the nature of the harassment, make inquiry about what remedy the employee is seeking, and otherwise determine the focus of the investigation.

Should the investigation disclose that evidence exists on which to determine that illegal discrimination, bullying or harassment has occurred, the individual(s) found engaging in such prohibited activity will be subject to disciplinary action, up to and including termination of employment. Consideration will be given to the nature, the severity and the circumstances of the illegal discrimination or harassment. During an investigation the Department Head, with the approval of the City Manager/Personnel Officer, will have the authority to temporarily restructure work assignments, change work conditions, and separate involved and interested parties in the interests of maintaining a work environment free from any potential threat, hostility or intimidation. While all materials, records and notes about the investigation shall remain confidential, any disciplinary action taken as the result of such investigation shall be made a matter of record in the involved employee's personnel file.

Investigations will include interviews with individuals involved in, or who have knowledge of the events, circumstances or conditions surrounding any complaint of discrimination or harassment. Investigations shall be conducted and concluded within reasonable time frames, generally not to exceed 30 days, Investigations will report and record findings of fact, conclusions based upon those facts, including reasonable beliefs supported by evidence and record, and will outline actions to be taken.

The City Manager/Personnel Officer will, upon the completion of an investigation, act within thirty (30) days on the investigation's findings of fact, conclusions and recommendations to determine what, if any, disciplinary action should be taken. The City Manager/Personnel Officer will review the investigation with the City Attorney and the Human Resource Director to determine what action is contemplated. In addition to disciplinary action, the City Manager/Personnel Officer has the right to direct an appropriate and reasonable remedy to work conditions, or to direct a change in procedures, and otherwise act to correct, modify or change work environments in order to enforce this policy.

### **Training**

As part of the City's employment orientation, new employees will be given a copy of the City's harassment policy and sign a statement that they have received it. The City will strive to provide employees with training at least annually about the City's harassment policy and reporting procedures.

I have read and I understand the City of Moab's Sexual Harassment Policy.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

## *Receipt of Non-Harassment Policy*

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It is the City of Moab's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation, gender identity or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

The City of Moab is committed to providing a work environment free from discrimination, harassment, bullying, and retaliation (victimization), and providing equal employment opportunities for all employees, applicants, and trainees. Employees must treat others with dignity and respect and should, themselves, be treated with dignity and respect. Employees should always consider whether their words or conduct could be offensive. Whether conduct violates this policy is not dependent upon the intent of the person who engages in the conduct. What matters is how the conduct is received and whether a reasonable person would find the conduct offensive and violates their dignity.

All allegations of harassment or bullying are taken seriously and addressed promptly. Any investigation will be conducted with the greatest degree of confidentiality consistent with completing a fair and thorough investigation.

Harassment or bullying by an employee will be treated as a disciplinary matter up to and including termination.

Persons may perceive harassment even if they are not the intended target if it creates an offensive environment for them.

### **Harassment/Discrimination**

“Harassment” is a serious, severe or pervasive conduct that is unwanted or offensive that has the purpose or effect of violating a person’s dignity or creating an intimidating, humiliating, hostile or offensive environment. Discrimination and harassment (based on race, color, sex, pregnancy, age, national origin, religion, language, social origin, disability, genetic information, sexual orientation, veteran status, gender identity, or other categories protected by applicable law) will not be tolerated. Discrimination also includes treating someone less favorably because they have submitted or refused to submit to such behavior in the past.

### **Examples of potential harassment:**

1. Unwanted and inappropriate physical contact or horseplay, including touching, pinching, pushing, grabbing, unnecessary brushing against someone, invading personal space and physical or sexual assault.
2. Unwelcome sexual advances or suggestive behavior, and suggestions that sexual favors may further a career or that a refusal may hinder it.
3. Stalking or persecuting a person with unwanted attentions, gifts, or messages.
4. Continued suggestions for dating, romance, or social activity after it has been made clear that the suggestions are unwelcome.

5. Sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet).
6. Offensive or intimidating comments or gestures, or insensitive jokes or pranks that undermine the dignity of the person.
7. Mocking, mimicking or belittling a person's physical condition or age.
8. Racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic, social, linguistic or religious group, or gender.
9. Outing or threatening to out someone as gay or lesbian.
10. Shunning someone, for example, by deliberately excluding them from a work related conversation or a workplace social activity

## **Bullying**

“Bullying” is offensive, intimidating, malicious or insulting behavior involving the misuse of power that makes a person feel vulnerable, upset, humiliated, undermined or threatened. “Power” does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation. Bullying can take the form of physical, verbal and non-verbal conduct. What matters is how the conduct is received and whether a reasonable person would find the conduct offensive, intimidating, malicious or insulting.

### **Examples of potential bullying:**

1. Shouting at, being sarcastic towards, ridiculing or demeaning others
2. Physical or psychological threats
3. Acts of physical or psychological violence
4. Creation of arbitrary standards for one person, imposing unrealistic demands, micromanaging work, or using supervision to intimidate a person.
5. Inappropriate, exaggerated or untrue derogatory remarks about someone's performance, particularly in front of others.
6. Sabotage at work
7. Abuse of authority or power by those in positions of seniority
8. Deliberately excluding someone from meetings or communications without good reason, or encouraging others to do so. Taking credit for another's work

Legitimate, reasonable, and constructive criticism of a worker's performance or behavior, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

## **Complaint Procedure**

Each employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise unlawful, and for respecting the rights of their coworkers.

1. If an employee feels that they have been subjected to conduct which violates this policy, they should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the

employee should contact the Human Resource Director. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy.

2. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate.
3. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The investigation will be handled in a confidential manner with information disseminated on a strict need-to-know basis. Every employee who is given information regarding the complaint will be informed of the need to preserve the confidentiality of the information they receive.
4. Any employee of the City who is accused of harassment shall not question, coerce, intimidate, or retaliate in any way against the employee who has filed a complaint or against employees who have provided information concerning the complaint. If an employee feels they have been subjected to any such retaliation, they should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.
5. All employees shall fully cooperate in any investigation of harassment or retaliation. Disciplinary action will be taken against any employee who obstructs or does not fully cooperate with any investigation of harassment or retaliation.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

### **Statement of Penalties for Misconduct**

An employee's commission of acts of sexual harassment, harassment, bullying, and/or retaliation will result in disciplinary procedures as outlined in this Handbook. Discipline shall depend on the nature or severity of the misconduct. All records concerning sexual harassment, harassment, or bullying complaints or the results of disciplinary actions shall be maintained and stored in the City's Human Resource Department as protected files.

### **Investigation of Alleged Illegal Harassment, Discrimination, Bullying or Sexual Harassment**

Any employee, who believes they have been the victim of any illegal discrimination, bullying, or harassment or wants to report an incident, should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Department Head, Human Resource Director, Assistant City Manager/Personnel Officer or the City Manager/Personnel Officer. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible illegal discrimination, bullying, or any type of harassment should promptly advise the City Manager/Personnel Officer or any member of management who will report the concern to the Equal Employment Opportunity (EEO) Officer of the City. The City Manager/Personnel Officer is the EEO Officer for the City. The City Manager/Personnel Officer will conduct a timely and confidential investigation of all claims or reports of harassment. The City Manager/Personnel Officer may delegate a representative or agent to conduct fact finding on their behalf. As part of the investigation, the City Manager/Personnel Officer or their designee will meet with the employee bringing the complaint to determine the nature of the harassment, make inquiry about what remedy the employee is seeking, and otherwise determine the focus of the investigation.

Should the investigation disclose that evidence exists on which to determine that illegal discrimination, bullying or harassment has occurred, the individual(s) found engaging in such prohibited activity will be subject to disciplinary action, up to and including termination of employment. Consideration will be given to the nature, the severity and the circumstances of the illegal discrimination or harassment. During an investigation the Department Head, with the approval of the City Manager/Personnel Officer, will have the authority to temporarily restructure work assignments, change work conditions, and separate involved and interested parties in the interests of maintaining a work environment free from any potential threat, hostility or intimidation. While all materials, records and notes about the investigation shall remain confidential, any disciplinary action taken as the result of such investigation shall be made a matter of record in the involved employee's personnel file.

Investigations will include interviews with individuals involved in, or who have knowledge of the events, circumstances or conditions surrounding any complaint of discrimination or harassment. Investigations shall be conducted and concluded within reasonable time frames, generally not to exceed 30 days, Investigations will report and record findings of fact, conclusions based upon those facts, including reasonable beliefs supported by evidence and record, and will outline actions to be taken.

The City Manager/Personnel Officer will, upon the completion of an investigation, act within thirty (30) days on the investigation's findings of fact, conclusions and recommendations to determine what, if any, disciplinary action should be taken. The City Manager/Personnel Officer will review the investigation with the City Attorney and the Human Resource Director to determine what action is contemplated. In addition to disciplinary action, the City Manager/Personnel Officer has the right to direct an appropriate and reasonable remedy to work conditions, or to direct a change in procedures, and otherwise act to correct, modify or change work environments in order to enforce this policy.

### **Training**

As part of the City's employment orientation, new employees will be given a copy of the City's harassment policy and sign a statement that they have received it. The City will strive to provide employees with training at least annually about the City's harassment policy and reporting procedures.

I have read and I understand the City of Moab's Non-Harassment Policy.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

## **Moab City Council Agenda Item**

Meeting Date: April 28th, 2020

**Title:** Consideration of Proposed Resolution #28-2020 – A Resolution By The Moab City Council To Adopt The City Of Moab Tentative Budget For Fiscal Year 2020-2021 And Setting A Public Hearing For Review Of The Final Budget On May 12, 2020 At 7:15 Pm

**Date Submitted:** April 23, 2020

**Presenter:** Klint York, Finance Director

**Attachment(s):**

- 1) Draft Resolution #28-2020

**Background/Summary:**

As the Council is aware, the state requires that a tentative budget be adopted annually as part of the budget approval process. As per Moab Municipal Code, the tentative budget was presented, balanced, to City Council on April 1. The resolution sets a public hearing date of May 12, 2020. The budget can be modified prior to adoption.



**CITY OF MOAB RESOLUTION No. 28-2020**

**A RESOLUTION BY THE MOAB CITY COUNCIL TO ADOPT THE CITY OF MOAB TENTATIVE BUDGET FOR FISCAL YEAR 2020-2021 AND SETTING A PUBLIC HEARING FOR REVIEW OF THE FINAL BUDGET ON MAY 12, 2020 AT 7:15 PM**

The following describes the intent and purpose of this Resolution:

- a. On April 1, 2020, the Finance Director, by and for the City Manager, submitted a tentative budget to the City Council.
- b. The City Council desires to adopt the tentative budget as required by state law.
- c. The City Council desires to make the final budget available for public review and comment at least ten days prior to the public hearing.
- d. The City Council desires to set a public hearing for May 12, 2020, at approximately 7:15 PM to formally receive additional public input on the budget.

NOW THEREFORE, the City Council resolves as follows:

1. The City Council hereby adopts the tentative budget attached as Attachment A, which is attached hereto and incorporated herein by reference.
2. The City Council will conduct a public hearing to review the final budget for fiscal year 2020-2021 on May 12, 2020 at approximately 7:15 PM.

PASSED AND ADOPTED by a majority of the City Council this 28<sup>th</sup> day of April 2020.

By:

\_\_\_\_\_  
By Mayor Emily Niehaus

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sommar Johnson  
City Recorder

**MOAB CITY CORPORATION**  
Tentative Budget  
**10 10 General Fund - 07/01/2020 to 06/30/2021**  
**100.00% of the fiscal year has expired**

	<b>Tentative Budget 2020-2021</b>
<b>Change In Net Position</b>	
<b>Revenue:</b>	
<b>Taxes</b>	
31300 SALES & USE TAXES	2,285,880.00
31400 FRANCHISE TAXES	140,020.00
31500 HIGHWAY TAXES	902,640.00
31600 TRANSIENT ROOM TAXES	1,422,094.00
31700 RESORT COMMUNITY TAXES	4,631,612.00
31800 ENERGY TAXES	162,856.00
<b>Total Taxes</b>	<b>9,545,102.00</b>
<b>Licenses and permits</b>	
32110 BEER LICENSES	600.00
32160 FLAT BUSINESS LICENSES	23,000.00
32160.1 SPECIAL EVENT LICENSES	4,000.00
32209 SIGN PERMITS	500.00
32210 BUILDING PERMITS - CITY	75,000.00
32211 BUILDING PERMITS - COMMERCIAL	150,000.00
32212 1% BLDG PERMIT CHARGE	500.00
32213 PLAN CHECK FEES	60,000.00
32215 PLANNING & ZONING ALL OTHER FEES	10,000.00
<b>Total Licenses and permits</b>	<b>323,600.00</b>
<b>Intergovernmental revenue</b>	
33580 PSafety - STATE LIQUOR FUND ALLOTMENT	28,000.00
35005 PSafety - MISC STATE GRANTS	10,000.00
35008 PSafety - VICTIM ADVOCATE GRANT	45,572.00
35011 PSafety - VICTIM ADVOCATE INTERGOVERNMENTAL	11,400.00
36974 SAN JUAN CO. CONTRIBUTION	5,000.00
37100 GRAND COUNTY CONTRIBUTION	78,535.00
<b>Total Intergovernmental revenue</b>	<b>178,507.00</b>
<b>Charges for services</b>	
34001 SPECIAL SERVICES BY CITY DEPTS	7,000.00
34001.1 SPECIAL EVENT SERVICES BY CITY DEPTS	8,000.00
34001.2 SPECIAL SERVICES BY ENGINEERING	25,000.00
34001.3 SPECIAL SERVICES BY TREASURER	18,600.00
34200 GARBAGE BILLING / COLLECTION	84,000.00
34430 REFUSE COLLECTION CHARGES	1,200,000.00
34431 RECYLING COLLECTION CHARGES	60,000.00
34730 PSafety - ANIMAL SHELTER FEES	8,500.00
34740 PSafety - ANIMAL SHELTER INTERLOCAL	14,500.00
35001 PSafety - SECURITY SERVICES	2,000.00
35002 PSafety - SPECIAL EVENT SERVICES	8,000.00
35003 PSafety - RECORDS FEES	1,000.00
35004 PSafety - WITNESS FEES	100.00
<b>Total Charges for services</b>	<b>1,436,700.00</b>
<b>Sustainability</b>	
36904 SUSTAINABILITY GRANTS AND DONATIONS	119,236.00
36906 SUSTAINABILITY MONUMENT COST SHARING	10,000.00
<b>Total Sustainability</b>	<b>129,236.00</b>
<b>Fines and forfeitures</b>	
35010 PSafety - FINES & PENALTIES	55,000.00
37200 PSafety - FORFEITURES	3,000.00
<b>Total Fines and forfeitures</b>	<b>58,000.00</b>
<b>Interest</b>	
36111 INTEREST PTIF	20,000.00
<b>Total Interest</b>	<b>20,000.00</b>
<b>Miscellaneous revenue</b>	
35006 PSafety - DONATIONS	2,000.00
36200 PARK RENTALS	18,000.00
36220 FILM COMM - SPONSOR/DONATION	4,000.00
36226 FILM COM. - EQUIP RENTAL FEES	500.00
36400 SALE OF REAL/PERS. PROPERTY	5,000.00
38260 PSafety - ANIMAL DEPOSITS NON-OPERATING	1,000.00

**MOAB CITY CORPORATION**  
Tentative Budget  
**10 10 General Fund - 07/01/2020 to 06/30/2021**  
**100.00% of the fiscal year has expired**

	<b>Tentative Budget 2020-2021</b>
<b>Total Miscellaneous revenue</b>	<b>30,500.00</b>
<b>Contributions and transfers</b>	
39920 OVERHEAD PAID FROM STORM WATER FUND	84,186.00
39930 OVERHEAD PAID FROM SEWER FUND	378,837.00
39935 OVERHEAD PAID FROM CUL WATER FUND	391,747.00
<b>Total Contributions and transfers</b>	<b>854,770.00</b>
<b>Total Revenue:</b>	<b>12,576,415.00</b>
<b>Expenditures:</b>	
<b>General government</b>	
<b>Attorney</b>	
42210 Attorney SALARIES & WAGES	132,340.00
42213 Attorney BENEFITS	56,372.00
42221 Attorney SUBSCRIPTIONS & MEMBERSHIPS	2,000.00
42223 Attorney TRAVEL\FOOD	1,000.00
42224 Attorney OFFICE EXPENSE & SUPPLIES	100.00
42231 Attorney PROFESSIONAL & TECH. SERVICES	40,000.00
42231.1 Attorney PUBLIC DEFENDER	24,000.00
42231.2 Attorney PROSECUTION SERVICES	37,000.00
<b>Total Attorney</b>	<b>292,812.00</b>
<b>General</b>	
41627 General UTILITIES	41,000.00
41628 General TELEPHONE/INTERNET	41,000.00
41651 General INSURANCE	141,000.00
<b>Total General</b>	<b>223,000.00</b>
<b>Executive and Central Staff</b>	
41310 Exec SALARIES & WAGES	194,871.00
41313 Exec EMPLOYEE BENEFITS	30,579.00
41321 Exec SUBSCRIPTIONS & MEMBERSHIPS	8,500.00
41322 Exec PUBLIC NOTICES	250.00
41323 Exec TRAVEL\FOOD	7,000.00
41324 Exec OFFICE EXPENSE & SUPPLIES	2,100.00
41326 Executive\BLDG\GRDS- SUPPL & MAINTENANCE	1,000.00
41328 Exec TELEPHONE	2,900.00
41330 Exec MONTHLY FUEL - GASCARD	500.00
41333 Exec EDUCATION	1,000.00
41335 Exec OTHER	600.00
41346 Exec SPECIAL DEPARTMENTAL SUPPLIES	2,400.00
<b>Total Executive and Central Staff</b>	<b>251,700.00</b>
<b>Administrative</b>	
41410 Admin SALARIES & WAGES	409,513.00
41413 Admin EMPLOYEE BENEFITS	194,962.00
41415 Admin OVERTIME	1,000.00
41421 Admin SUBSCRIPTIONS & MEMBERSHIPS	12,470.00
41422 Admin PUBLIC NOTICES	35,300.00
41423 Admin TRAVEL\FOOD	18,400.00
41424 Admin OFFICE EXPENSE & SUPPLIES	11,560.00
41425 Admin EQUIP/SUPPLIES & MAINTENANCE	1,500.00
41428 Admin TELEPHONE	2,500.00
41431 Admin PROFESSIONAL/TECH. SERVICE	12,000.00
41433 Admin EDUCATION	11,000.00
41435 Admin OTHER	10,000.00
41446 Admin SPECIAL DEPARTMENTAL SUPPLIES	2,300.00
41475 Admin GRANT EXPENSES	500.00
<b>Total Administrative</b>	<b>723,005.00</b>
<b>Recorder</b>	
41510 Recorder SALARIES & WAGES	167,631.00
41513 Recorder EMPLOYEE BENEFITS	127,337.00
41515 Recorder OVERTIME	1,000.00
41521 Recorder SUBSCRIPTIONS/MEMBERSHIPS	3,150.00
41522 Recorder PUBLIC NOTICES	7,500.00
41523 Recorder TRAVEL\FOOD	3,400.00
41524 Recorder OFFICE EXPENSE & SUPPLIES	4,000.00

**MOAB CITY CORPORATION**  
**Tentative Budget**  
**10 10 General Fund - 07/01/2020 to 06/30/2021**  
**100.00% of the fiscal year has expired**

	<b>Tentative Budget 2020-2021</b>
41528 Recorder TELEPHONE	480.00
41531 Recorder PROFESSIONAL & TECH. SERVICES	25,200.00
41533 Recorder EDUCATION	2,600.00
41535 Recorder OTHER	100.00
41546 Recorder SPECIAL DEPARTMENTAL SUPPLIES	1,700.00
41550 Recorder COPIER SUPPLIES	5,300.00
<b>Total Recorder</b>	<b>349,398.00</b>
<b>Information Technology</b>	
43024 Info Tech OFFICE EXPENSE & SUPPLIES	1,500.00
43031 Info Tech PROF & TECH SERVICES	118,060.00
43031.1 Info Tech WEBSITE	10,266.00
43031.2 Info Tech GOOGLE FOR GOVERNMENT	21,600.00
43031.3 Info Tech SECURITY APPLIANCE	1,500.00
43031.4 Info Tech WIFI - ACCESS LICENSES	1,500.00
43031.5 Info Tech ANTIVIRUS	5,700.00
43031.6 Info Tech DNS MONITORING	4,500.00
<b>Total Information Technology</b>	<b>164,626.00</b>
<b>Engineering</b>	
41910 Engineer SALARIES & WAGES	265,103.00
41913 Engineer BENEFITS	162,056.00
41915 Engineer OVERTIME	500.00
41921 Engineer SUBSCRIPTIONS & MEMBERSHIPS	7,675.00
41923 Engineer TRAVEL	1,600.00
41924 Engineer OFFICE EXPENSE & SUPPLIES	5,300.00
41925 Engineer EQUIP/SUPPLIES & MAINTENANCE	1,000.00
41928 Engineer TELEPHONE	1,800.00
41930 Engineer MONTHLY FUEL - GASCARD	2,000.00
41931 Engineer PROFESSIONAL & TECH. SERVICES	20,000.00
41931.1 Engineer PLAN REVIEW SERVICES	12,000.00
41933 Engineer EDUCATION	1,500.00
41935 Engineer OTHER	200.00
<b>Total Engineering</b>	<b>480,734.00</b>
<b>Finance</b>	
42010 Finance SALARIES & WAGES	275,457.00
42013 Finance EMPLOYEE BENEFITS	196,931.00
42015 Finance OVERTIME	1,000.00
42021 Finance SUBSCRIPTIONS & MEMBERSHIPS	4,360.00
42023 Finance TRAVEL	5,500.00
42024 Finance OFFICE EXPENSE & SUPPLIES	11,300.00
42025 Finance EQUIPMENT SUPPL. & MAINTENANCE	3,276.00
42031 Finance PROFESSIONAL & TECH. SERVICES	10,750.00
42033 Finance EDUCATION	3,500.00
42036 Finance BANK HANDLING CHARGES	30,000.00
42046 Finance SPECIAL DEPARTMENTAL SUPPLIES	2,900.00
42051 Finance INSURANCE	1,750.00
<b>Total Finance</b>	<b>546,724.00</b>
<b>Human Resources</b>	
41110 Human Resources SALARIES & WAGES	155,954.00
41113 Human Resources EMPLOYEE BENEFITS	103,773.00
41115 Human Resources OVERTIME	4,500.00
41121 Human Resources SUBSCRIPTIONS/MEMBERSHIPS	1,128.00
41122 Human Resources PUBLIC NOTICES	4,000.00
41123 Human Resources TRAVEL\FOOD	1,000.00
41124 Human Resources OFFICE EXPENSE & SUPPLIES	4,000.00
41128 Human Resources TELEPHONE	480.00
41131 Human Resources PROFESSIONAL & TECH. SERVICES	55,000.00
41133 Human Resources EDUCATION	2,000.00
41135 Human Resources OTHER	1,000.00
41146 Human Resources SPECIAL DEPARTMENTAL SUPPLIES	3,054.00
41150 Human Resources COPIER SUPPLIES	4,400.00
<b>Total Human Resources</b>	<b>340,289.00</b>
<b>Total General government</b>	<b>3,372,288.00</b>
<b>Public safety</b>	

**MOAB CITY CORPORATION**  
**Tentative Budget**  
**10 10 General Fund - 07/01/2020 to 06/30/2021**  
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	<b>Tentative Budget 2020-2021</b>
<b>Police</b>	
42110 Police SALARIES & WAGES	1,163,982.00
42113 Police EMPLOYEE BENEFITS	929,588.00
42114 Police OTHER BENEFITS- U/ALLOWANCES	18,720.00
42115 Police OVERTIME	68,563.00
42121 Police SUBSCRIPTIONS & MEMBERSHIPS	30,238.00
42123 Police TRAVEL\FOOD	27,462.00
42124 Police OFFICE EXPENSE & SUPPLIES	8,500.00
42125 Police EQUIPMENT-SUPPL. & MAINTENANCE	39,996.00
42126 Police BLDG/GRDS-SUPPL. & MAINTENANCE	10,000.00
42128 Police TELEPHONE	26,592.00
42129 Police RENT OF PROPERTY OR EQUIPMENT	7,704.00
42130 Police MONTHLY FUEL - GASCARD	58,173.00
42131 Police PROFESSIONAL & TECH. SERVICES	4,000.00
42133 Police EDUCATION	23,000.00
42136 Police DISPATCH SERVICES	109,868.00
42146 Police SPECIAL DEPARTMENTAL SUPPLIES	23,619.00
42146.2 Police VEST REPLACEMENT	8,000.00
42146.3 Police INITIAL UNIFORM GEAR	5,386.00
42173 Police SCHOOL RESOURCE. - EQUIP. & SUPPLIES	2,000.00
<b>Total Police</b>	<b>2,565,391.00</b>
<b>Victims's Advocate</b>	
42310 Victims's Advocate SALARIES & WAGES	51,030.00
42313 Victims's Advocate EMPLOYEE BENEFITS	24,741.00
42315 Victims's Advocate OVERTIME	500.00
42323 Victims's Advocate TRAVEL	873.00
42324 Victims's Advocate OFFICE SUPPLIES	1,470.00
42333 Victims's Advocate EDUCATION	1,330.00
42335 Victims's Advocate OTHER	3,450.00
42374 Victims's Advocate MACHINERY & EQUIPMENT	400.00
<b>Total Victims's Advocate</b>	<b>83,794.00</b>
<b>Beer Tax Funds Eligible Expenses</b>	
42574 Beer Tax EQUIPMENT	26,403.00
<b>Total Beer Tax Funds Eligible Expenses</b>	<b>26,403.00</b>
<b>Animal control</b>	
42610 Animal Ctl SALARIES & WAGES	148,897.00
42613 Animal Ctl EMPLOYEE BENEFITS	113,502.00
42614 Animal Ctl OTHER BENEFIT - U/ALLOWANCES	4,089.00
42615 Animal Ctl OVERTIME	11,500.00
42621 Animal Ctl SUBSCRIPTIONS & MEMBERSHIPS	660.00
42623 Animal Ctl TRAVEL\FOOD	5,000.00
42625 Animal Ctl EQUIPMENT-SUPPL. & MAINTENANCE	10,000.00
42627 Animal Ctl UTILITIES	12,000.00
42628 Animal Ctl TELEPHONE	4,236.00
42630 Animal Ctl MONTHLY FUEL - GASCARD	6,290.00
42631 Animal Ctl PROFESSIONAL & TECH. SERVICES	1,000.00
42633 Animal Ctl EDUCATION	1,969.00
42635 Animal Ctl OTHER	500.00
42646 Animal Ctl SPECIAL DEPARTMENTAL SUPPLIES	7,590.00
<b>Total Animal control</b>	<b>327,233.00</b>
<b>Total Public safety</b>	<b>3,002,821.00</b>
<b>Public Works</b>	
<b>Streets</b>	
44010 Streets SALARIES & WAGES	307,600.00
44013 Streets EMPLOYEE BENEFITS	249,321.00
44015 Streets OVERTIME	8,000.00
44021 Streets SUBSCRIPTIONS & MEMBERSHIPS	1,310.00
44023 Streets TRAVEL	6,600.00
44024 Streets OFFICE EXPENSE & SUPPLIES	500.00
44025 Streets EQUIPMENT-SUPPL. & MAINTENANCE	5,000.00
44026 Streets BLDG/GRDS-SUPPL. & MAINTENANCE	1,100.00
44027 Streets UTILITIES	24,200.00
44028 Streets TELEPHONE	2,640.00

**MOAB CITY CORPORATION**  
**Tentative Budget**  
**10 10 General Fund - 07/01/2020 to 06/30/2021**  
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	<b>Tentative Budget 2020-2021</b>
44029 Streets RENT OF PROPERTY OR EQUIPMENT	600.00
44031 Streets PROFESSIONAL & TECH. SERVICES	8,500.00
44033 Streets EDUCATION	6,200.00
44035 Streets OTHER	500.00
44042 Streets STREET LIGHTS	99,500.00
44046 Streets SPECIAL DEPARTMENTAL SUPPLIES	6,000.00
<b>Total Streets</b>	<b>727,571.00</b>
<b>Facilities</b>	
44310 Facilities SALARIES & WAGES	243,950.00
44313 Facilities EMPLOYEE BENEFITS	188,797.00
44315 Facilities OVERTIME	2,800.00
44321 Facilities SUBSCRIPTIONS & MEMBERSHIPS	350.00
44323 Facilities TRAVEL	900.00
44324 Facilities OFFICE EXPENSE & SUPPLIES	300.00
44325 Facilities EQUIP SUPPLIES & MAINT	5,300.00
44326 Facilities BLDG/GRDS-SUPPL & MAINT	28,900.00
44326.1 Facilities - CITY CENTER	7,500.00
44326.2 Facilities - MARC	1,500.00
44326.3 Facilities - CENTER STREET GYM	1,600.00
44327 Facilities UTILITIES	5,184.00
44328 Facilities TELEPHONE	3,300.00
44329 Facilities RENT OF PROPERTY OR EQUIPMENT	800.00
44330 Facilities MONTHLY FUEL	3,300.00
44331 Facilities PROFESSIONAL & TECHNICAL	19,300.00
44333 Facilities EDUCATION	800.00
44346 Facilities SPECIAL DEPARTMENTAL SUPPLIES	7,800.00
<b>Total Facilities</b>	<b>522,381.00</b>
<b>Safety</b>	
44110 Safety SALARIES & WAGES	22,567.00
44113 Safety BENEFITS	17,895.00
44121 Safety SUBSCRIPTIONS & MEMBERSHIPS	3,980.00
44123 Safety TRAVEL	2,780.00
44125 Safety EQUIP/SUPPLIES & MAINTENANCE	3,350.00
44131 Safety PROFESSIONAL & TECH. SERVICES	13,000.00
44133 Safety EDUCATION	10,996.00
44135 Safety OTHER	4,100.00
44146 Safety SPECIAL DEPARTMENTAL SUPPLIES	38,140.00
44175 Safety SAFETY EQUIPMENT	2,125.00
<b>Total Safety</b>	<b>118,933.00</b>
<b>Vehicle Maintenance</b>	
44410 Vehicle Maintenance SALARIES & WAGES	112,648.00
44413 Vehicle Maintenance - EMPLOYEE BENEFITS	82,881.00
44415 Vehicle Maintenance OVERTIME	2,000.00
44421 Vehicle Maintenance SUB & MEMBER	2,590.00
44423 Vehicle Maintenance TRAVEL	3,500.00
44425 Vehicle Maintenance EQUIP/SUPPL & MAINT	56,000.00
44426 Fleet BLDG/GRDS-SUPPL & MAINT	1,000.00
44428 Vehicle Maintenance TELEPHONE	1,320.00
44429 Vehicle Maintenance RENT OF EQUIP	500.00
44430 Vehicle Maintenance MONTHLY FUEL	2,500.00
44431 Vehicle Maintenance PROF & TECH SVC	4,000.00
44433 Vehicle Maintenance EDUCATION	1,500.00
44435 Vehicle Maintenance OTHER	1,500.00
44446 Vehicle Maintenance SPECIAL DEPT SUPPLIES	11,000.00
<b>Total Vehicle Maintenance</b>	<b>282,939.00</b>
<b>Sanitation</b>	
44231 Sanitation PROFESSIONAL & TECH. SERVICES	1,200,000.00
44231.1 Sanitation PROF & TECH. SERVICES RECYCLING	100,000.00
<b>Total Sanitation</b>	<b>1,300,000.00</b>
<b>PW Admin</b>	
44510 PW Admin SALARIES & WAGES	152,936.00
44513 PW Admin EMPLOYEE BENEFITS	83,481.00
44515 PW Admin OVERTIME	500.00

**MOAB CITY CORPORATION**  
Tentative Budget  
**10 10 General Fund - 07/01/2020 to 06/30/2021**  
**100.00% of the fiscal year has expired**

	<b>Tentative Budget 2020-2021</b>
44521 PW Admin SUBSCRIPTIONS & MEMBERSHIPS	700.00
44523 PW Admin TRAVEL	1,100.00
44524 PW Admin OFFICE EXPENSE & SUPPLIES	6,400.00
44527 PW Admin UTILITIES	11,429.00
44528 PW Admin TELEPHONE	1,820.00
44529 PW Admin RENT OF PROPERTY OR EQUIPMENT	3,200.00
44530 PW Admin MONTHLY FUEL - GASCARD	800.00
44531 PW Admin PROFESSIONAL & TECH. SERVICES	1,000.00
44533 PW Admin EDUCATION	1,500.00
44535 PW Admin OTHER	1,000.00
<b>Total PW Admin</b>	<b>265,866.00</b>
<b>Total Public Works</b>	<b>3,217,690.00</b>
<b>Parks, recreation, and public property</b>	
<b>Parks</b>	
<b>Parks O&amp;M</b>	
45110 Parks O&M SALARIES & WAGES	356,890.00
45113 Parks O&M EMPLOYEE BENEFITS	265,945.00
45115 Parks O&M OVERTIME	20,500.00
45121 Parks O&M SUBSCRIPTIONS & MEMBERSHIPS	1,020.00
45123 Parks O&M TRAVEL	1,900.00
45125 Parks O&M EQUIPMENT-SUPPL. & MAINTENANCE	3,000.00
45126 Parks O&M BLDG/GRDS-SUPPL. & MAINTENANCE	20,750.00
45127 Parks O&M UTILITIES	88,700.00
45128 Parks O&M TELEPHONE	6,600.00
45129 Parks O&M RENTALS	750.00
45130 Parks O&M MONTHLY FUEL - GASCARD	20,000.00
45131 Parks O&M PROFESSIONAL & TECH. SERVICES	3,750.00
45133 Parks O&M EDUCATION	1,250.00
45135 Parks O&M OTHER	750.00
45146 Parks O&M SPECIAL DEPARTMENTAL SUPPLIES	19,200.00
45173 Parks O&M PARK IMPROVEMENTS	3,250.00
<b>Total Parks O&amp;M</b>	<b>814,255.00</b>
<b>Total Parks</b>	<b>814,255.00</b>
<b>Total Parks, recreation, and public property</b>	<b>814,255.00</b>
<b>Community Services</b>	
<b>Inspections</b>	
42410 Inspection SALARIES & WAGES	76,861.00
42413 Inspection BENEFITS	55,100.00
42415 Inspection OVERTIME	13,000.00
42421 Inspection SUBSCRIPTIONS & MEMBERSHIPS	2,200.00
42423 Inspection TRAVEL	1,500.00
42424 Inspection OFFICE EXPENSE & SUPPLIES	750.00
42428 Inspection TELEPHONE	1,100.00
42430 Inspection MONTHLY FUEL	1,000.00
42431 Inspection PROFESSIONAL & TECH. SERVICES	15,000.00
42433 Inspection EDUCATION	1,500.00
42446 Inspection SPECIAL DEPARTMENTAL SUPPLIES	2,915.00
<b>Total Inspections</b>	<b>170,926.00</b>
<b>Planning</b>	
41810 Planning SALARIES & WAGES	305,950.00
41813 Planning EMPLOYEE BENEFITS	185,342.00
41815 Planning OVERTIME	5,000.00
41821 Planning SUBSCRIPTIONS & MEMBERSHIPS	5,400.00
41823 Planning TRAVEL	6,500.00
41824 Planning OFFICE EXPENSE & SUPPLIES	7,100.00
41828 Planning TELEPHONE	960.00
41829 Planning RENTAL	3,160.00
41830 Planning MONTHLY FUEL - GASCARD	900.00
41831 Planning PROFESSIONAL & TECH. SERVICES	76,500.00
41833 Planning EDUCATION	6,000.00
41835 Planning OTHER	400.00
41846 Planning SPECIAL DEPARTMENTAL SUPPLIES	1,102.00
<b>Total Planning</b>	<b>604,314.00</b>

**MOAB CITY CORPORATION**  
Tentative Budget  
**10 10 General Fund - 07/01/2020 to 06/30/2021**  
**100.00% of the fiscal year has expired**

	<b>Tentative Budget 2020-2021</b>
<b>Film Commission</b>	
42810 Film Comm SALARIES & WAGES	61,026.00
42813 Film Comm EMPLOYEE BENEFITS	30,119.00
42815 Film Comm OVERTIME	14,000.00
42821 Film Comm SUBSCRIPTIONS & MEMBERSHIPS	5,075.00
42822 Film Comm ADVERTISING	5,000.00
42822.1 Film Comm MARKETING	4,250.00
42823 Film Comm TRAVEL	13,000.00
42824 Film Comm OFFICE EXPENSE & SUPPLIES	1,000.00
42825 Film Comm EQUIP./SUPPLIES & MAINTENANCE	500.00
42828 Film Comm TELEPHONE	500.00
42830 Film Comm MONTHLY FUEL - GASCARD	600.00
42831 Film Comm PROFESSIONAL & TECH. SERVICES	3,350.00
42833 Film Comm EDUCATION	1,000.00
42835 Film Comm OTHER	1,050.00
42846 Film Comm SPECIAL DEPARTMENTAL SUPPLIES	868.00
42874 Film Comm MACHINERY & EQUIPMENT	1,099.00
42875 Film Comm SPECIAL PROJECTS	14,632.00
<b>Total Film Commission</b>	<b>157,069.00</b>
<b>Community Contributions</b>	
46075 Com Contrib - SHELTER SERVICES	10,000.00
<b>Total Community Contributions</b>	<b>10,000.00</b>
<b>Sustainability</b>	
45410 Sustainability SALARIES & WAGES	83,482.00
45413 Sustainability EMPLOYEE BENEFITS	42,254.00
45423 Sustainability TRAVEL\FOOD	1,000.00
45424 Sustainability OFFICE EXPENSE & SUPPLIES	1,500.00
45431 Sustainability PROFESSIONAL/TECH. SERVICE	20,000.00
45433 Sustainability EDUCATION	1,000.00
<b>Total Sustainability</b>	<b>149,236.00</b>
<b>Total Community Services</b>	<b>1,091,545.00</b>
<b>Transfers and contributions out</b>	
48031 TRANSFER TO DEBT SERVICE FUND	109,714.00
48061 TRANSFER TO CAPITAL PROJ. FUND	158,623.00
48071 TRANSFER TO TRAILS FUND	30,000.00
48086 TRANSFER - RECREATION FUND	687,753.00
48099 INCREASE IN FUND BALANCE (Reserves)	91,726.00
<b>Total Transfers and contributions out</b>	<b>1,077,816.00</b>
<b>Total Expenditures:</b>	<b>12,576,415.00</b>
<b>Total Change In Net Position</b>	<b>0</b>



**MOAB CITY CORPORATION**  
Tentative Budget  
21 21 Class C Road Fund - 07/01/2020 to 06/30/2021  
100.00% of the fiscal year has expired

	<b>Tentative Budget 2020-2021</b>
<b>Change In Net Position</b>	
<b>Revenue:</b>	
<b>Taxes</b>	
33570 Class C TRANSPORTATION TAX	210,795.00
<b>Total Taxes</b>	<b>210,795.00</b>
<b>Intergovernmental revenue</b>	
33560 Class C CLASS C ROAD FUND	250,000.00
<b>Total Intergovernmental revenue</b>	<b>250,000.00</b>
<b>Interest</b>	
36100 Class C INTEREST INCOME	5,000.00
<b>Total Interest</b>	<b>5,000.00</b>
<b>Total Revenue:</b>	<b>465,795.00</b>
<b>Expenditures:</b>	
<b>Public Works</b>	
<b>Streets</b>	
40030 Class C FUEL	19,020.00
40041 Class C SPECIAL DEPARTMENTAL SUPPLIES	29,500.00
40058 Class C ROADBASE - PATCHING	9,000.00
40070 Class C ASPHALT	7,500.00
40072 Class C CRACK SEALING	15,000.00
40073 Class C - SPECIAL PROJECTS	155,100.00
40080 TRANSFER TO FUND BALANCE	230,675.00
<b>Total Streets</b>	<b>465,795.00</b>
<b>Total Public Works</b>	<b>465,795.00</b>
<b>Total Expenditures:</b>	<b>465,795.00</b>
<b>Total Change In Net Position</b>	<b>0</b>

**MOAB CITY CORPORATION**  
Tentative Budget  
23 23 Recreation Fund - 07/01/2020 to 06/30/2021  
100.00% of the fiscal year has expired

	<b>Tentative Budget 2020-2021</b>
<b>Change In Net Position</b>	
<b>Revenue:</b>	
<b>Intergovernmental revenue</b>	
33561 GRAND COUNTY - RSSD	100,000.00
33563 SCHOOL DISTRICT	15,000.00
<b>Total Intergovernmental revenue</b>	<b>115,000.00</b>
<b>Charges for services</b>	
34536 SUMMER CAMP	4,800.00
34539 ADULT SOCCER	2,100.00
34540 VOLLEYBALL - ADULT COED	1,900.00
34546 VOLLEYBALL - YOUTH SPRING	3,675.00
34563 ADULT COED SOFTBALL	3,400.00
34566 YOUTH/BASEBALL/SOFTBALL	20,332.00
34568 YOUTH FOOTBALL	3,040.00
34569 SPRING YOUTH SOCCER	8,865.00
34570 FALL YOUTH SOCCER	4,890.00
34572 FOOT RACES	2,950.00
34574 INDOOR SOCCER - YOUTH	2,450.00
34575 ADULT BASKETBALL	800.00
34576 JR JAZZ BASKETBALL	5,400.00
34577 FLAG FOOTBALL	1,405.00
34580 YOUTH VOLLEYBALL	1,960.00
34583 YOUTH SPONSOR/BASEBALL	12,800.00
66373 ULTIMATE FRISBEE	625.00
<b>Total Charges for services</b>	<b>81,392.00</b>
<b>MRAC</b>	
34711 MRAC - FITNESS ADMISSIONS	10,000.00
34712 MRAC - FITNESS MEMBERSHIPS	43,500.00
34713 MRAC - CITY EMPLOYEES	500.00
34714 MRAC - SILVER SNEAKERS MEMBERSHIPS	10,000.00
34717 MRAC - SHOWERS	98,500.00
34720 MRAC - ADMISSIONS/AQUATIC	150,000.00
34721 MRAC - ADMISSIONS/AQUAT & FITNESS	12,000.00
34722 MRAC - RETAIL	12,000.00
34723 MRAC - PROGRAM FEES/ AQUATIC	27,500.00
34724 MRAC - PROGRAM FEES/FITNESS	6,000.00
34725 MRAC - CHILD CARE FEES	1,000.00
34726 MRAC - MEMBERSHIPS/AQUATIC	32,000.00
34727 MRAC - MEMBERSHIPS/AQUAT & FITNESS	85,000.00
34728 MRAC - RENTAL FEES	8,500.00
<b>Total MRAC</b>	<b>496,500.00</b>
<b>Moab arts &amp; recreation</b>	
66160 PROGRAM FEES	11,400.00
66210 GRANTS AND DONATIONS	18,500.00
66271 RENTAL FEES	45,000.00
66372 SPECIAL EVENTS FEES	7,900.00
66372.1 SPECIAL EVENTS FEES - RED ROCK ARTS FESTIVAL	33,500.00
<b>Total Moab arts &amp; recreation</b>	<b>116,300.00</b>
<b>Contributions and transfers</b>	
33562 CITY OF MOAB	687,753.00
<b>Total Contributions and transfers</b>	<b>687,753.00</b>
<b>Total Revenue:</b>	<b>1,496,945.00</b>
<b>Expenditures:</b>	
<b>Parks, recreation, and public property</b>	
<b>Recreation</b>	
64010 Recreation SALARIES - DIRECTOR/ASST.	135,241.00
64013 Recreation EMPLOYEE BENEFITS	78,971.00
64015 Recreation OVERTIME	10,500.00
64021 Recreation SUBSCRIPTIONS & MEMBERSHIPS	2,000.00
64022 Recreation ADVERTISING	3,000.00
64024 Recreation OFFICE EXPENSE & SUPPLIES	2,000.00
64025 Recreation - EQUIP SUPPLIES & MAINT	1,000.00
64028 Recreation TELEPHONE	2,400.00

**MOAB CITY CORPORATION**  
**Tentative Budget**  
**23 23 Recreation Fund - 07/01/2020 to 06/30/2021**  
**100.00% of the fiscal year has expired**

	<b>Tentative Budget 2020-2021</b>
64030 Recreation MONTHLY FUEL - GASCARD	350.00
64031 Recreation PROFESSIONAL & TECHNICAL	3,500.00
64033 Recreation EDUCATION	2,350.00
64035 Recreation OTHER	200.00
64046 Recreation SPECIAL DEPARTMENTAL SUPPLIES	6,500.00
64092 Recreation EASTER EGG HUNT	2,500.00
95052 Recreation TRANSFER TO FUND BALANCE	14,253.00
<b>Total Recreation</b>	<b>264,765.00</b>
<b>Swimming Pool</b>	
45208 MRAC MAINTENANCE SALARIES	30,000.00
45209 MRAC LIFEGUARD SALARIES	191,400.00
45210 MRAC SALARIES & WAGES	277,161.00
45211 MRAC AQUATIC PROGRAM SALARIES	21,408.00
45212 MRAC FITNESS PROGRAM SALARIES	14,694.00
45213 MRAC EMPLOYEE BENEFITS	133,137.00
45215 MRAC OVERTIME	2,500.00
45222 MRAC ADVERTISING	7,000.00
45224 MRAC OFFICE EXPENSE & SUPPLIES	7,500.00
45225 MRAC EQUIPMENT-SUPPL. & MAINTENANCE	12,000.00
45226 MRAC BLDG/GRDS-SUPPL. & MAINTENANCE	22,000.00
45227 MRAC UTILITIES	92,276.00
45228 MRAC TELEPHONE	5,106.00
45229 MRAC RENT OF PROPERTY OR EQUIPMENT	1,000.00
45231 MRAC PROFESSIONAL & TECH. SERVICES	8,100.00
45233 MRAC EDUCATION	3,000.00
45234 MRAC INSTRUCTIONAL MATERIALS/SUPP.	1,500.00
45235 MRAC OTHER	900.00
45246 MRAC SPECIAL DEPARTMENTAL SUPPLIES	45,300.00
45261 MRAC SUNDRY EXPENSES-MISCELLANEOUS	9,000.00
45273 MRAC AQUATIC PROGRAMS	1,800.00
<b>Total Swimming Pool</b>	<b>886,782.00</b>
<b>Soccer</b>	
64201 Soccer YOUTH SOCCER	4,020.00
64202 Soccer FALL SOCCER	1,200.00
64205 Soccer ADULT SOCCER	700.00
64209 Soccer INDOOR - YOUTH SOCCER	1,095.00
64210 Soccer WAGES SOCCER	1,600.00
64213 Soccer SOCCER REFEREE - WAGES	255.00
<b>Total Soccer</b>	<b>8,870.00</b>
<b>Adult Softball</b>	
64427 COED SOFTBALL	1,100.00
<b>Total Adult Softball</b>	<b>1,100.00</b>
<b>Adult Volleyball</b>	
64601 CO-ED VOLLEYBALL	400.00
<b>Total Adult Volleyball</b>	<b>400.00</b>
<b>Basketball</b>	
64803 ADULT BASKETBALL	400.00
64804 JR JAZZ BASKETBALL	2,200.00
64805 JR. JAZZ REFEREE SERVICES	3,040.00
64813 Basketball EMPLOYEE BENEFITS	407.00
<b>Total Basketball</b>	<b>6,047.00</b>
<b>Youth Volleyball</b>	
64901 YOUTH VOLLEYBALL	1,065.00
64905 YOUTH SPRING VOLLEYBALL	2,300.00
<b>Total Youth Volleyball</b>	<b>3,365.00</b>
<b>Youth Baseball/Softball</b>	
65111 Youth BB/SB WAGES- MAINTENANCE WORKERS	3,000.00
65112 Youth BB/SB WAGES- UMPIRES & SCOREKEEPERS	5,880.00
65113 Youth BB/SB EMPLOYEE BENEFITS	901.00
65123 Youth BB/SB BASEBALL STATE TOURN. EXPENSES	2,000.00
65125 Youth BB/SB EQUIPMENT-SUPPLIES & MAINT.	350.00
65126 Youth BB/SB BASEBALL FIELD MAINTENANCE	1,300.00

**MOAB CITY CORPORATION**  
Tentative Budget  
**23 23 Recreation Fund - 07/01/2020 to 06/30/2021**  
**100.00% of the fiscal year has expired**

	<b>Tentative Budget 2020-2021</b>
65174 YOUTH BASEBALL/SOFTBALL	15,850.00
65177 UTAH GIRLS SOFTBALL ASSOC	400.00
65178 UTAH BOYS BASEBALL ASSOCIATION	400.00
65180 PICKLEBALL	200.00
<b>Total Youth Baseball/Softball</b>	<b>30,281.00</b>
<b>Youth Football</b>	
65213 Youth Football BENEFITS	83.00
65275 YOUTH FOOTBALL	6,170.00
65280 FLAG FOOTBALL	1,600.00
65281 FLAG FOOTBALL - ADULT	100.00
65286 YOUTH FOOTBALL REFEREES	920.00
<b>Total Youth Football</b>	<b>8,873.00</b>
<b>Moab Arts &amp; Recreation Center</b>	
80010 MARC SALARIES & WAGES	131,377.00
80013 MARC EMPLOYEE BENEFITS	81,774.00
80014 MARC SALARIES & WAGES - INSTRUCTORS	5,000.00
80015 MARC SALARIES & WAGES OT	2,000.00
80021 MARC SUBSCRIPTIONS & MEMBERSHIPS	1,966.00
80022 MARC ADVERTISING/MARKETING	3,000.00
80023 MARC TRAVEL	250.00
80024 MARC OFFICE EXPENSE & SUPPLIES	3,900.00
80025 MARC EQUIP/SUPPLIES & MAINTENANCE	2,000.00
80027 MARC UTILITIES	7,500.00
80028 MARC TELEPHONE	5,395.00
80031 MARC PROFESSIONAL/TECHNICAL SERVICE	1,000.00
80035 MARC OTHER	100.00
80046 MARC SPECIAL DEPARTMENTAL SUPPLIES	6,000.00
80077 MARC SPECIAL EVENTS	35,000.00
80078 MARC SPECIAL PROJECTS	200.00
<b>Total Moab Arts &amp; Recreation Center</b>	<b>286,462.00</b>
<b>Total Parks, recreation, and public property</b>	<b>1,496,945.00</b>
<b>Total Expenditures:</b>	<b>1,496,945.00</b>
<b>Total Change In Net Position</b>	<b>0</b>

**MOAB CITY CORPORATION**  
Tentative Budget  
28 28 Trails Fund - 07/01/2020 to 06/30/2021  
100.00% of the fiscal year has expired

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	<u>Tentative Budget 2020-2021</u>
<b>Change In Net Position</b>	
<b>Revenue:</b>	
<b>Contributions and transfers</b>	
33210 CONTRIBUTION FROM GENERAL FUND	30,000.00
<b>Total Contributions and transfers</b>	<b>30,000.00</b>
<b>Total Revenue:</b>	<b>30,000.00</b>
<b>Expenditures:</b>	
<b>Millcreek Projects</b>	
<b>Millcreek</b>	
40089 TRAILS	30,000.00
<b>Total Millcreek</b>	<b>30,000.00</b>
<b>Total Millcreek Projects</b>	<b>30,000.00</b>
<b>Total Expenditures:</b>	<b>30,000.00</b>
<b>Total Change In Net Position</b>	<b>0</b>

**MOAB CITY CORPORATION**  
Tentative Budget  
31 31 Debt Service Fund - 07/01/2020 to 06/30/2021  
100.00% of the fiscal year has expired

	<b>Tentative Budget 2020-2021</b>
<b>Change In Net Position</b>	
<b>Revenue:</b>	
<b>Intergovernmental revenue</b>	
36236 Contribution from GC Rec District	190,000.00
36237 Contribution from Grand County	8,819.00
<b>Total Intergovernmental revenue</b>	<b>198,819.00</b>
<b>Charges for services</b>	
36201 Lease Revenue	40,231.00
<b>Total Charges for services</b>	<b>40,231.00</b>
<b>Contributions and transfers</b>	
3910 Transfer from general fund	109,714.00
3915 Transfer from housing fund	133,608.00
<b>Total Contributions and transfers</b>	<b>243,322.00</b>
<b>Total Revenue:</b>	<b>482,372.00</b>
<b>Expenditures:</b>	
<b>Community Development</b>	
<b>Community development</b>	
4713.1 2018 CIB Bond - Principal	29,000.00
4713.2 2018 CIB Bond - Interest	17,464.00
4714.1 2019 Walnut Lane Lease - Principal	62,000.00
4714.2 2019 Walnut Lane Lease - Interest	71,608.00
<b>Total Community development</b>	<b>180,072.00</b>
<b>Total Community Development</b>	<b>180,072.00</b>
<b>Municipal Building Authority</b>	
<b>Municipal Building</b>	
4711.1 2003 Sales Tax Rev - Principal	87,000.00
4711.2 2003 Sales Tax Rev - Interest	24,300.00
4712.1 2009 Sales Tax Rev - Principal	191,000.00
<b>Total Municipal Building</b>	<b>302,300.00</b>
<b>Total Municipal Building Authority</b>	<b>302,300.00</b>
<b>Total Expenditures:</b>	<b>482,372.00</b>
<b>Total Change In Net Position</b>	<b>0</b>

**MOAB CITY CORPORATION**  
Tentative Budget  
41 41 Capital Projects Fund - 07/01/2020 to 06/30/2021  
100.00% of the fiscal year has expired

	<b>Tentative Budget 2020-2021</b>
<b>Change In Net Position</b>	
<b>Revenue:</b>	
<b>Miscellaneous revenue</b>	
36200 DONATIONS	2,000.00
<b>Total Miscellaneous revenue</b>	<b>2,000.00</b>
<b>Contributions and transfers</b>	
39222 TRANSFER FROM GENERAL FUND	158,623.00
39561 CAPITAL PROJECTS FUND BEG. BAL	1,000,000.00
<b>Total Contributions and transfers</b>	<b>1,158,623.00</b>
<b>Total Revenue:</b>	<b>1,160,623.00</b>
<b>Expenditures:</b>	
<b>General government</b>	
<b>Administrative</b>	
74090 VEHICLES	11,000.00
<b>Total Administrative</b>	<b>11,000.00</b>
<b>Total General government</b>	<b>11,000.00</b>
<b>Public safety</b>	
<b>Police</b>	
79150 POLICE EQUIPMENT	40,702.00
79155 POLICE VEHICLES	80,743.00
<b>Total Police</b>	<b>121,445.00</b>
<b>Animal Shelter</b>	
79141 ANIMAL SHELTER EQUIPMENT	16,178.00
<b>Total Animal Shelter</b>	<b>16,178.00</b>
<b>Total Public safety</b>	<b>137,623.00</b>
<b>Public Works</b>	
<b>Streets</b>	
44066 PARKING IMPROVEMENTS - DISPERSED PARKING	1,000,000.00
<b>Total Streets</b>	<b>1,000,000.00</b>
<b>Total Public Works</b>	<b>1,000,000.00</b>
<b>Parks, recreation, and public property</b>	
<b>Recreation</b>	
78030 ART IN PUBLIC PLACES 1%	10,000.00
<b>Total Recreation</b>	<b>10,000.00</b>
<b>Moab Arts &amp; Recreation Center</b>	
46072 MARC BUILDING IMPROVEMENTS	2,000.00
<b>Total Moab Arts &amp; Recreation Center</b>	<b>2,000.00</b>
<b>Total Parks, recreation, and public property</b>	<b>12,000.00</b>
<b>Total Expenditures:</b>	<b>1,160,623.00</b>
<b>Total Change In Net Position</b>	<b>0</b>

**MOAB CITY CORPORATION**  
Tentative Budget  
51 51 Water Fund - 07/01/2020 to 06/30/2021  
100.00% of the fiscal year has expired

	<b>Tentative Budget 2020-2021</b>
<b>Income or Expense</b>	
<b>Income From Operations:</b>	
<b>Operating income</b>	
<b>Water Operating Income</b>	
36300 WATER PENALTIES	5,000.00
36900 Water SUNDRY REVENUES	40,000.00
36901 Water GOVERNMENT SHOP WATER	12,000.00
36902 Water TAXABLE SHOP WATER	35,000.00
37100 WATER SALES	1,198,019.00
37260 WATER CONNECTION	65,000.00
<b>Total Water Operating Income</b>	<b>1,355,019.00</b>
<b>Total Operating income</b>	<b>1,355,019.00</b>
<b>Operating expense</b>	
<b>Water Operating expense</b>	
50009 Water GENERAL FUND O/H	391,747.00
50010 Water SALARIES & WAGES	277,745.00
50013 Water EMPLOYEE BENEFITS	213,805.00
50015 Water OVERTIME	30,000.00
50021 Water SUBSCRIPTIONS & MEMBERSHIPS	4,948.00
50023 Water TRAVEL	7,100.00
50024 Water OFFICE EXPENSE & SUPPLIES	1,250.00
50025 Water EQUIPMENT-SUPPL. & MAINTENANCE	22,500.00
50026 Water BUILDING SUPPL. & MAINTENANCE	15,000.00
50027 Water UTILITIES	55,500.00
50028 Water TELEPHONE	3,125.00
50029.1 Water RENT OF PROPERTY & EQUIPMENT	8,500.00
50030 Water MONTHLY FUEL - GASCARD	12,600.00
50031 Water PROFESSIONAL & TECH. SERVICES	31,500.00
50033 Water WATER/EDUCATION	7,500.00
50035 Water OTHER	4,250.00
50046 Water SPECIAL DEPARTMENTAL SUPPLIES	60,600.00
50051 Water INSURANCE	1,600.00
50069 Water DEPRECIATION	205,750.00
<b>Total Water Operating expense</b>	<b>1,355,020.00</b>
<b>Total Operating expense</b>	<b>1,355,020.00</b>
<b>Total Income From Operations:</b>	<b>(1.00)</b>
<b>Non-Operating Items:</b>	
<b>Water Non-operating income</b>	
36100 INTEREST INCOME	10,000.00
36111 WATER IMPACT FEES	70,000.00
<b>Total Water Non-operating income</b>	<b>80,000.00</b>
<b>Water Non-operating expense</b>	
50082 Water INTEREST ON BONDS/DEBT SERVICE	14,043.00
<b>Total Water Non-operating expense</b>	<b>14,043.00</b>
<b>Total Non-Operating Items:</b>	<b>65,957.00</b>
<b>Total Income or Expense</b>	<b>65,956.00</b>



**MOAB CITY CORPORATION**  
Tentative Budget  
52 52 Sewer Fund - 07/01/2020 to 06/30/2021  
100.00% of the fiscal year has expired

	<b>Tentative Budget 2020-2021</b>
<b>Income or Expense</b>	
<b>Income From Operations:</b>	
<b>Operating income</b>	
<b>Sewer Operating Income</b>	
56900 Sewer SEPTAGE PROCESSING FEES	100,000.00
57200 SEWER EXISTING FACILITY FEE	80,000.00
57210 SEWER STUDIES FEE	6,000.00
57300 SEWER SERVICES CHARGES	1,432,375.00
57325 Sewer SPECIAL SERVICES BY CITY DEPTS	2,000.00
57350 Sewer SPANISH VALLEY SEWER	434,317.00
57360 Sewer SJSPSSD SEWER	32,000.00
57440 SEWER CONNECTION	10,000.00
<b>Total Sewer Operating Income</b>	<b>2,096,692.00</b>
<b>Total Operating income</b>	<b>2,096,692.00</b>
<b>Operating expense</b>	
<b>Sewer Operating expense</b>	
<b>WRF</b>	
60009 Sewer GENERAL FUND O/H	378,837.00
60010 Sewer WRF SALARIES & WAGES	185,001.00
60013 Sewer WRF EMPLOYEE BENEFITS	133,616.00
60015 Sewer WRF OVERTIME	9,000.00
60021 Sewer WRF SUBSCRIPTIONS & MEMBERSHIPS	6,222.00
60023 Sewer WRF TRAVEL	1,500.00
60024 Sewer WRF OFFICE EXPENSE & SUPPLIES	1,000.00
60025 Sewer WRF EQUIPMENT SUPPL. & MAINTENANCE	8,000.00
60026 Sewer WRF BUILDING SUPPL. & MAINTENANCE	1,600.00
60027 Sewer WRF UTILITIES	140,000.00
60028 Sewer WRF TELEPHONE	5,000.00
60029 Sewer WRF RENT OF PROPERTY & EQUIPMENT	2,000.00
60030 Sewer WRF MONTHLY FUEL - GAS CARD	5,000.00
60031 Sewer WRF PROFESSIONAL & TECH. SERVICES	162,000.00
60033 Sewer WRF EDUCATION	1,500.00
60035 Sewer WRF SHIPPING\FREIGHT	15,000.00
60046 Sewer WRF SPECIAL DEPARTMENTAL SUPPLIES	55,700.00
60069 Sewer DEPRECIATION	150,000.00
<b>Total WRF</b>	<b>1,260,976.00</b>
<b>Sewer Collection System</b>	
61010 Sewer COLLECTION SALARIES & WAGES	136,723.00
61013 Sewer COLLECTION EMPLOYEE BENEFITS	49,288.00
61015 Sewer COLLECTION OVERTIME	10,500.00
61021 Sewer COLLECTION SUBSCRIP & MEMBER	4,752.00
61023 Sewer COLLECTION TRAVEL	4,500.00
61024 Sewer COLLECTION OFFICE EXP & SUPPLIES	900.00
61025 Sewer COLLECTION EQUIP SUPPLIES & MAINT	28,000.00
61026 Sewer COLLECTION BLDG/GRDS SUPPLIES & MAINT	500.00
61027 Sewer COLLECTION UTILITIES	1,500.00
61028 Sewer COLLECTION TELEPHONE	3,000.00
61029 Sewer COLLECTION RENTALS	6,000.00
61030 Sewer COLLECTION MONTHLY FUEL	8,000.00
61031 Sewer COLLECTION PROFESSIONAL & TECH	37,250.00
61033 Sewer COLLECTION EDUCATION	5,850.00
61035 Sewer COLLECTION OTHER	3,650.00
61046 Sewer COLLECTION SPEC DEPT SUPPLIES	42,000.00
<b>Total Sewer Collection System</b>	<b>342,413.00</b>
<b>Total Sewer Operating expense</b>	<b>1,603,389.00</b>
<b>Total Operating expense</b>	<b>1,603,389.00</b>
<b>Total Income From Operations:</b>	<b>493,303.00</b>
<b>Non-Operating Items:</b>	
<b>Sewer Non-operating income</b>	
56100 Sewer INTEREST INCOME	50,000.00
56108 GWSSA SEWER IMPACT FEES - OFFSET	55,000.00
56109 GWSSA SEWER IMPACT FEES	200,000.00

**MOAB CITY CORPORATION**  
Tentative Budget  
52 52 Sewer Fund - 07/01/2020 to 06/30/2021  
100.00% of the fiscal year has expired

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	<b>Tentative Budget 2020-2021</b>
56110 SEWER IMPACT FEE INTEREST	18,000.00
56111 SEWER IMPACT FEES	200,000.00
56113 SEWER IMPACT FEE FINANCE INTEREST	6,000.00
<b>Total Sewer Non-operating income</b>	<b>529,000.00</b>
<b>Sewer Non-operating expense</b>	
60082 Sewer INTEREST ON SEWER BONDS	219,282.00
<b>Total Sewer Non-operating expense</b>	<b>219,282.00</b>
<b>Total Non-Operating Items:</b>	<b>309,718.00</b>
<b>Total Income or Expense</b>	<b>803,021.00</b>

**MOAB CITY CORPORATION**  
Tentative Budget  
53 53 Storm Water Utility fund - 07/01/2020 to 06/30/2021  
100.00% of the fiscal year has expired

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	<u>Tentative Budget 2020-2021</u>
<b>Income or Expense</b>	
<b>Income From Operations:</b>	
<b>Operating income</b>	
<b>Water Operating Income</b>	
36450 STORM WATER DRAINAGE FEE	285,190.00
<b>Total Water Operating Income</b>	<b>285,190.00</b>
<b>Total Operating income</b>	<b>285,190.00</b>
<b>Operating expense</b>	
<b>Water Operating expense</b>	
40009 Storm wtr GENERAL FUND O/H	84,186.00
<b>Total Water Operating expense</b>	<b>84,186.00</b>
<b>Total Operating expense</b>	<b>84,186.00</b>
<b>Total Income From Operations:</b>	<b>201,004.00</b>
<b>Total Income or Expense</b>	<b>201,004.00</b>

**MOAB CITY CORPORATION**  
**Tentative Budget**  
**61 61 Health Insurance Fund - 07/01/2020 to 06/30/2021**  
**100.00% of the fiscal year has expired**

	<b>Tentative Budget 2020-2021</b>
<b>Change In Net Position</b>	
<b>Revenue:</b>	
<b>Charges for services</b>	
3410 Health Reimbursement Arrangement Premiums	675,547.00
3411 Dental Premiums	50,000.00
3412 Health Savings Account Premiums	120,000.00
3413 Medical Insurance Premiums	1,296,000.00
3414 Life Insurance Premiums	14,000.00
3415 Vision Insurance Premiums	14,500.00
3416 Employee Health Savings Account Contribution	240,000.00
3418 Employee Supplemental Insurance Premiums	24,000.00
3419 Employee Life Insurance Premiums	11,500.00
3420 Short Term Disability Premiums	16,800.00
<b>Total Charges for services</b>	<b>2,462,347.00</b>
<b>Total Revenue:</b>	<b>2,462,347.00</b>
<b>Expenditures:</b>	
<b>General government</b>	
<b>Administrative</b>	
4152 Health Reimbursement Arrangement Expense	574,215.00
4153 Dental Expenses	45,000.00
4154 Health Savings Account Funding Expense	120,000.00
4155 Medical Insurance premiums	1,296,000.00
4156 Vision Insurance premiums	14,500.00
4157 Life Insurance premiums	14,000.00
4158 Assistance Program (EAP)	3,720.00
4159 TeleMedicine	5,508.00
4161 Wellness Program	12,000.00
4162 Employee Health Savings Account Contribution	240,000.00
4163 Employee Supplemental Insurance premiums	24,000.00
4164 Employee Life Insurance premiums	11,500.00
4165 Short Term Disability	16,800.00
4265 Transfer to Fund Balance	85,104.00
<b>Total Administrative</b>	<b>2,462,347.00</b>
<b>Total General government</b>	<b>2,462,347.00</b>
<b>Total Expenditures:</b>	<b>2,462,347.00</b>
<b>Total Change In Net Position</b>	<b>0</b>

MOAB CITY CORPORATION		
Run Date: Friday, March 13, 2020		
<b>Capital Budget</b>		
<b>51 Water Fund</b>		
<b>Description</b>	<b>2021 Requested Budget</b>	<b>2021 Recommended</b>
Projects:		
Impact Project/Water - Impact Fee Study		
Impact Project/Water - Tank Assessment & System Construction	\$ 3,329,798.00	\$ -
Water - Public Works Building	\$ 25,000.00	\$ -
Water Line - Millcreek Water Line Replacement		
Water Line - Nob Hill - Impact Fee Eligible	\$ 250,000.00	\$ -
Water Lines - Emma Boulevard Upgrade	\$ 75,000.00	\$ -
Water System Upgrades	\$ 36,000.00	
Water Tank Maintenance		
Water Wells - Replacement for Corbin Well		
Total Projects:	\$ 3,715,798.00	\$ -
	\$ 386,000.00	
Direct Purchase:		
1611 - Land		
1615 - Water shares		
1631 - Water wells		
1641 - Water tanks		
1642 - Water lines		
1643 - Meters	\$ 120,000.00	\$ 120,000.00
1644 - Fire Hydrants	\$ 20,000.00	\$ 20,000.00
1651 - UNUSED Sewage treatment facilities		
1652 - UNUSED Sewer lines		
1653 - Manhole Replacement Project		
1661.1 - Equipment - general	\$ 155,000.00	\$ 29,411.00
1661.2 - Equipment - water		
1661.3 - UNUSED Equipment - sewer		
1665 - Office furniture and equipment		
1671 - Autos and trucks	\$ 30,000.00	0
Total Direct Purchase:	\$ 325,000.00	\$ 169,411.00
Total Capital Requirement:	\$ 4,040,798.00	\$ 169,411.00
Long Term Debt Repayment:		
2018 Water Bond	\$ 23,607.75	\$ 23,607.75
Total Long Term Debt Repayment:	\$ 23,607.75	\$ 23,607.75
Total Capital and Long Term Debt Requirement:	\$ 4,064,405.75	\$ 193,018.75
Resources to be Provided:		
Net Income	\$ (32,061.00)	\$ -
Add Depreciation	\$ 205,750.00	\$ 205,750.00
Provided/Required from Operation:	\$ 173,689.00	\$ 205,750.00
Project Borrowing	\$ -	\$ -
Total Resources to be Provided:	\$ 173,689.00	\$ 205,750.00
Resource Remaining or to be Provided:	\$ (3,890,716.75)	\$ 12,731.25

**Capital Budget  
52 Sewer Fund**

<b>Description</b>	<b>2021 Requested Budget</b>	<b>2021 Recommended</b>
<b>Projects:</b>		
Impact Project - 100 West Sewer Upgrade		
Impact Project - North Trunk Line		
Impact Project - Water Reclamation Facility		
Impact Project - WRF Outfall		
Impact Project/Sewer		
Garage for Collections	\$ 750,000.00	
Sanitary Sewer Replacement Project	\$ 75,000.00	\$ 75,000.00
Sewer Lines - Birch & Locust Reconstruction	\$ 425,000.00	\$ 425,000.00
Sewer Vac Building		\$ 425,000.00
<b>Total Projects:</b>	<b>\$ 1,250,000.00</b>	<b>\$ 925,000.00</b>
<b>Direct Purchase:</b>		
1651 - Sewage treatment facilities		
1652 - Sewer lines		
1653 - Manhole Replacement Project	\$ 75,000.00	\$ -
1661.1 - Equipment - general		
1661.3 - Equipment - sewer	\$ 445,000.00	\$ -
1665 - Office furniture and equipment		
1671 - Autos and trucks	\$ 750,000.00	
<b>Total Direct Purchase:</b>	<b>\$ 1,270,000.00</b>	<b>\$ -</b>
<b>Total Capital Requirement:</b>	<b>\$ 2,520,000.00</b>	<b>\$ 925,000.00</b>
<b>Long Term Debt Repayment:</b>		
2017 Water Reclamation Facility	\$ 635,000.00	\$ 635,000.00
2018 Sewer Bond	\$ 106,392.25	\$ 106,392.25
<b>Total Long Term Debt Repayment:</b>	<b>\$ 741,392.25</b>	<b>\$ 741,392.25</b>
<b>Total Capital and Long Term Debt Requirement:</b>	<b>\$ 3,261,392.25</b>	<b>\$ 1,666,392.25</b>
<b>Resources to be Provided:</b>		
Net Income	\$ 803,021.00	\$ 803,021.00
Add Depreciation	\$ 150,000.00	\$ 150,000.00
<b>Provided/Required from Operation:</b>	<b>\$ 953,021.00</b>	<b>\$ 953,021.00</b>
Project Borrowing	\$ -	\$ -
<b>Total Resources to be Provided:</b>	<b>\$ 953,021.00</b>	<b>\$ 953,021.00</b>
<b>Resource Remaining or to be Provided:</b>	<b>\$ (2,308,371.25)</b>	<b>\$ (713,371.25)</b>

**Capital Budget**  
**53 Water Fund**

Description	2021 Requested Budget	2021 Recommended Budget
Projects:		
Stewart Canyon Project - 191 Widening UDOT	\$ 1,000,000.00	\$ 1,000,000.00
Total Projects:	\$ 1,000,000.00	\$ 1,000,000.00
Direct Purchase:		
1661.1 - Equipment - general	\$ -	\$ -
Total Direct Purchase:	\$ -	\$ -
Total Capital Requirement:	\$ 1,000,000.00	\$ 1,000,000.00
Long Term Debt Repayment:		
Total Capital and Long Term Debt Requirement:	\$ 1,000,000.00	\$ 1,000,000.00
Resources to be Provided:		
Net Income	\$ 201,004.00	\$ 201,004.00
Add Depreciation	\$ -	
Provided/Required from Operation:	\$ 201,004.00	\$ 201,004.00
Project Borrowing	\$ 798,996.00	\$ 798,996.00
Total Resources to be Provided:	\$ 1,000,000.00	\$ 1,000,000.00
Resource Remaining or to be Provided:	\$ -	\$ -

**Moab City Council Agenda Item**  
Meeting Date: April 28, 2020

**Title:** Resolution #26-2020— A Resolution Approving the Golf Course Lease Agreement.

**Presenter:** Joel Linares

**Attachment(s):**

- Proposed Resolution
- Lease Agreement
- 2005 Lease Agreement
- 2005 Lease Agreement Amendment

**Suggested Motion:** "I move to approve Resolution 26-2020, approving this lease agreement between the City of Moab and the Moab Country Club to be executed by the appropriate parties."

**Background/Summary:**

The Moab Country Club was established through its documents of incorporation in 1958. The City of Moab and the Moab Country Club entered into an agreement on the 5<sup>th</sup> day of May 1959 which allowed for the express purpose of operating and maintaining a golf course. The Moab Country Club was also authorized to have the right, in the connection with the operation of a golf course and to maintain club house facilities among other uses. Since that time, the City and the Country Club have entered into many new agreements renewing the lease agreement essentially under the original terms of the agreement from 1959. The City and the Country Club last entered into an agreement on the 12<sup>th</sup> day of April 2005.

The City and the Country Club agreed to amend that agreement on the 14<sup>th</sup> day of December 2005 which removed paragraphs 10 and 11 of the lease agreement. These paragraphs removed by the parties required the Country Club to pay the City 1.5% of the annual gross revenue from all annual operating revenue.

The previous lease agreement was for a term of ten years and expired on the 12<sup>th</sup> day of April 2015. Since that time, the Country Club has been operating on City property without an agreement.



**CITY OF MOAB RESOLUTION NO. 26-2020**

**A RESOLUTION APPROVING THE GOLF COURSE LEASE AGREEMENT**

**WHEREAS**, the Moab Country Club was established through its documents of incorporation in 1958; and

**WHEREAS**, the City of Moab and the Moab Country Club entered into an agreement on the 5<sup>th</sup> day of May 1959 which allowed for the express purpose of operating and maintaining a golf course. The Moab Country Club was also authorized to have the right, in the connection with the operation of a golf course, to maintain club house facilities, swimming pools, tennis courts and related activities customarily enjoyed by a nonprofit corporation for the entertainment and general welfare of its members and guests; and

**WHEREAS**, since that time the City and the Country Club have entered into many new agreements renewing the lease agreement essentially under the original terms of the agreement from 1959; and

**WHEREAS**, the City and the Country Club last entered into an agreement on the 12<sup>th</sup> day of April 2005; and

**WHEREAS**, the City and the Country Club agreed to amend that agreement on the 14<sup>th</sup> day of December 2005 which removed paragraphs 10 and 11 of the lease agreement; and

**WHEREAS**, that lease agreement was for a term of ten years and expired on the 12<sup>th</sup> day of April 2015. Since that time, the Country Club has been operating on City property without an agreement; and

**WHEREAS**, the City of Moab desires to enter into a lease agreement with the Moab Country Club for the purpose of operating and maintaining a golf course. The proposed lease agreement is identical to that have been used in the past with the inclusion off the amendment of the 20<sup>th</sup> day of December 2005; and

**WHEREAS**, the lease agreement is attached to this Resolution has been presented to this meeting of the Moab City Council; and

**THEREFORE**, be it resolved that the City of Moab City Council hereby adopts this Resolution and approves this lease agreement as presented herein and shall be executed by the appropriate officials.

This Resolution shall take effect on April 28, 2020.

Passed and adopted by action of the Governing Body of the City of Moab in open session on this 28<sup>th</sup> day of April 2020.

SIGNED:

ATTEST:

\_\_\_\_\_  
Emily S. Niehaus, Mayor

\_\_\_\_\_  
City Recorder

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 28th day of April, 2020, by and between CITY OF MOAB, Utah, a principal Corporation, herein referred to as LESSOR, and MOAB COUNTRY CLUB, a non-profit Utah Corporation, herein referred to as LESSEE.

### WITNESSETH:

1. That Lessor, for and in consideration of the covenants and agreements hereinafter contained, leases and lets unto Lessee premises situated in Grand County, State of Utah, to-wit:

- a. Parcel No. 1: The Southwest Quarter of the Southeast Quarter {SW1/4 SE1/4}, Section 15, Township 26 South, Range 22 East, SLB&M.
- b. Parcel No. 2: The Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), Section 22, Township 26 South, Range 22 East, SLB&M.
- c. Parcel No. 3: The West One-half of the Northeast Quarter of the Northeast Quarter (W1/2 NE1/4 NE1/4), Section 22, Township 26 South, Range 22 East, SLB&M.
- d. SE 1/4, Section 15, T26S, R22E, SLB & M.,  
SW 1/4 SW 1/4 Section 14, T26S, R22E, SLB & M.,  
NW 1/4 NW 1/4 Section 23, T26S, R22E, SLB & M.,

The North 500 feet of the E 1/2 NE 1/4 NE 1/4 Section 22, T26S, R22E, SLB & M., and the N 1/2 NE 1/2 SW 1/4 NW1/4 Section 23, T26S, R22E, SLB & M. Containing 137.6 acres, more or less.

LESS: The following described real property, to-wit: S1/2 of NE1/2 of SW1/4 of NW1/4 of NE1/4, and the S1/2 of SW1/4 of NW1/4 of NE1/4, Section 22, T26S, R22E, SLB&M.

2. This lease shall be for a term of ten (10) years from the date of this Agreement.
3. It is understood and agreed that this Lease is granted for the express purpose of operating and maintaining a golf course; however, it is understood and agreed that Lessee shall have the right, in connection with the operation of a golf course, to maintain club house facilities, swimming pools, tennis courts and related activities customarily enjoyed by a non-profit corporation for the entertainment and general welfare of its members and guests, including the sale of alcoholic beverages as provided by the laws of the State of Utah.
4. It is expressly understood and agreed that members of the general public, whether members of the non-profit corporation or not, shall be permitted to play on said golf course under the same conditions and restrictions as if they are dues paying members; however, Lessee shall have the right to regulate play on said golf course for the purpose of preserving the greens and grounds and for maintaining orderly and proper use thereof.

5. Lessee shall have the right to assess its users whatever green fees it shall deem appropriate; however, Lessor shall have the right of review of the fees charged and Lessor may reduce or increase the said fees in accordance with good public policy.
6. It is understood and agreed that Lessee is a non-profit corporation and Lessor shall not, at any time, have the right or option to interfere with the internal affairs of the said corporation.
7. Lessee agrees to maintain the property in good and attractive condition.
8. Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements as may be necessary to fit said premises and all buildings, fixtures and improvements of every kind and nature, whenever installed by Lessee, shall, upon termination, remain the property of Lessor. Lessee may purchase such personal property as it shall see fit, and upon termination of this Lease, may remove the same.
9. It is understood and agreed that the above-described premises are situated within the area of the Moab City watershed and that it may become necessary in the future for the City to make use of said area for the purpose of developing water or for protecting the area from contamination. In such event and upon notice from Lessor to Lessee that such use is necessary, the Lessor shall have the right and option to terminate the Lease or any part that may be affected thereby, without compensation to Lessee.
10. The Lessee shall make available to the Lessor copies of the Lessee's regular financial statements.
11. An independent financial review of the Golf Club, performed by a certified public accountant, shall be submitted annually by the Lessee to the Lessor, on or before June 1.
12. Lessee shall present an Annual Operations Report to the Lessor on or before January 30 of each year. Said report shall detail all operations activity of Lessee for the previous calendar year.
13. It is understood and agreed that the Lessor may, at its expense, make such improvements as it shall deem necessary to repair, preserve, or enlarge said property leased herein, or to make any other improvements deemed necessary by Lessor. Such repair or improvements so made shall be at such time and in such manner so as to cause the Lessee the least amount of disruption to its operation of said golf course.
14. It is understood and agreed that Lessor owns and has responsibility for the maintenance of all water pumps and meters installed and used on the premises as outlined in Paragraph 1.
15. The Lessee shall pay to Lessor for water usage at a rate mutually agreed upon by the two parties.
16. Lessee hereby agrees to provide a summer youth golf program at its sole expense.
17. The Lessee shall assume all risks incidental to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of any nature to persons or property caused by its operation at these premises. Lessee agrees to indemnify, defend

and hold harmless the Lessor, its authorized agents and representatives, from any and all claims or liability for damage resulting in the death of any person, or loss or damaged property occasioned by or in connection with the use of the premises hereby leased. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of the premises. Lessor assumes no liability or responsibility whatsoever for any property placed in said premises and Lessor is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of Lessee's occupancy under this Lease.

18. Lessee shall carry, at its own expense, property damage insurance in the amount of \$1,000,000 and public liability insurance in an amount of \$1,000,000 for any one person and \$1,000,000 for any one accident.

The Lessor is to be made a co-insured with the Lessee on this insurance and said insurance policy is to contain a rider requiring that the Lessor be notified thirty (30) days in advance of any change or termination of said insurance policies.

19. The parties hereto shall have the option to extend this lease for one additional ten (10) year period under the same terms and conditions. This option may be exercised by written consent of both parties hereto, prior to April 28, 2030.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on this 28<sup>th</sup> day of April, 2020.

**LESSOR:**  
ATTEST:

**CITY OF MOAB, UTAH**

\_\_\_\_\_  
Sommar Johnson, City Recorder

By: \_\_\_\_\_  
Emily Niehaus, Mayor

**LESSOR:**

**MOAB COUNTRY CLUB**

By: \_\_\_\_\_  
Club President

State of Utah            )  
                                  §  
County of Grand        )

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me  
\_\_\_\_\_, who duly acknowledged to me that they executed the same.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Residing in Grand County, Utah

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 12th day of April, 2005, by and between CITY OF MOAB, Utah, a principal Corporation, herein referred to as LESSOR, and MOAB COUNTRY CLUB, a non-profit Utah Corporation, herein referred to as LESSEE.

WITNESSETH:

1. That Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, leases and lets unto Lessee premises situated in Grand County, State of Utah, to-wit:

a. Parcel No. 1: The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Section 15, Township 26 South, Range 22 East, SLB&M.

b. Parcel No. 2: The Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), Section 22, Township 26 South, Range 22 East, SLB&M.

c. Parcel No. 3: The West One-half of the Northeast Quarter of the Northeast Quarter (W1/2 NE1/4 NE1/4), Section 22, Township 26 South, Range 22 East, SLB&M.

d. SE 1/4, Section 15, T26S, R22E, SLB & M.,  
SW 1/4 SW 1/4 Section 14, T26S, R22E, SLB & M.,  
NW 1/4 NW 1/4 Section 23, T26S, R22E, SLB & M.,

The North 500 feet of the E 1/2 NE 1/4 NE 1/4 Section 22, T26S, R22E, SLB & M., and the N 1/2 N1/2 SW 1/4 NW1/4 Section 23, T26S, R22E, SLB & M. Containing 137.6 acres, more or less.

LESS: The following described real property, to-wit: S1/2 of N1/2 of SW1/4 of NW1/4 of NE1/4, and the S1/2 of SW1/4 of NW1/4 of NE1/4, Section 22, T26S, R22E, SLB&M.

2. This lease shall be for a term of ten (10) years from the date of this Agreement.

3. It is understood and agreed that this Lease is granted for the express purpose of operating and maintaining a golf course; however, it is understood and agreed that Lessee shall have the right, in connection with the operation of a golf course, to maintain club house facilities, swimming pools, tennis courts and related activities customarily enjoyed by a non-profit corporation for the entertainment and general welfare of its members and guests, including the sale of alcoholic beverages as provided by the laws of the State of Utah.

4. It is expressly understood and agreed that members of the general public, whether members of the non-profit corporation or not, shall be permitted to play on said golf course under the same conditions and restrictions as if they are dues paying members; however, Lessee shall have the right to regulate play on said golf course for the purpose of preserving the greens and grounds and for maintaining orderly and proper use thereof.

5. Lessee shall have the right to assess its users whatever green fees it shall deem appropriate; however, Lessor shall have the right of review of the fees charged and Lessor may reduce or increase the said fees in accordance with good public policy.

6. It is understood and agreed that Lessee is a non-profit corporation and Lessor shall not, at any time, have the right or option to interfere with the internal affairs of the said corporation.

7. Lessee agrees to maintain the property in good and attractive condition.

8. Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements as may be necessary to fit said premises and all buildings, fixtures and improvements of every kind and nature, whenever installed by Lessee, shall, upon termination, remain the property of Lessor. Lessee may purchase such personal property as it shall see fit, and upon termination of this Lease, may remove the same.

9. It is understood and agreed that the above-described premises are situated within the area of the Moab City watershed and that it may become necessary in the future for the City to make use of said area for the purpose of developing water or for protecting the area from contamination. In such event and upon notice from Lessor to Lessee that such use is necessary, the Lessor shall have the right and option to terminate the Lease or any part that may be affected thereby, without compensation to Lessee.

10. The Lessee shall pay to Lessor a sum equal to a 1.5 percent of the annual gross revenue from all annual operating revenue. Said sum shall be paid by June 1 of each year, for the previous one year period ending December 30. The first payment under this Agreement shall be made by June 1, 2005.

11. The phrase "annual gross revenue from all annual operating revenue" shall be defined as revenues from all green fees, equipment rental, equipment storage, gross sales from the pro shop and from the gross sales of any future operations that may be conducted by the



Lessee under the provisions of Paragraph 3 above, in any given calendar year.

12. The Lessee shall make available to the Lessor copies of the Lessee's regular financial statements.

13. An independent financial review of the Golf Club, performed by a certified public accountant, shall be submitted annually by the Lessee to the Lessor, on or before June 1.

14. Lessee shall present an Annual Operations Report to the Lessor on or before January 30 of each year. Said report shall detail all operations activity of Lessee for the previous calendar year.

15. It is understood and agreed that the Lessor may, at its expense, make such improvements as it shall deem necessary to repair, preserve, or enlarge said property leased herein, or to make any other improvements deemed necessary by Lessor. Such repair or improvements so made shall be at such time and in such manner so as to cause the Lessee the least amount of disruption to its operation of said golf course.

16. It is understood and agreed that Lessor owns and has responsibility for the maintenance of all water pumps and meters installed and used on the premises as outlined in Paragraph 1.

17. The Lessee shall pay to Lessor for water usage at a rate mutually agreed upon by the two parties.

18. Lessee hereby agrees to provide a summer youth golf program at its sole expense.

19. The Lessee shall assume all risks incidental to or in

connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of any nature to persons or property caused by its operation at these premises. Lessee agrees to indemnify, defend and hold harmless the Lessor, its authorized agents and representatives, from any and all claims or liability for damage resulting in the death of any person, or loss or damaged property occasioned by or in connection with the use of the premises hereby leased. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of the premises. Lessor assumes no liability or responsibility whatsoever for any property placed in said premises and Lessor is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of Lessee's occupancy under this Lease.

20. Lessee shall carry, at its own expense, property damage insurance in the amount of \$1,000,000 and public liability insurance in an amount of \$1,000,000 for any one person and \$1,000,000 for any one accident.

The Lessor is to be made a co-insured with the Lessee on this insurance and said insurance policy is to contain a rider requiring that the Lessor be notified thirty (30) days in advance of any change or termination of said insurance policies.

21. The parties hereto shall have the option to extend this lease for one additional ten (10) year period under the same terms and

conditions. This option may be exercised by written consent of both parties hereto, prior to April 12, 2015.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on this 12th day of April, 2005.

**LESSOR:**

ATTEST:

**CITY OF MOAB, UTAH**

Rachel Ellison  
Rachel Ellison, City Recorder

By: David L. Sakrison  
David L. Sakrison, Mayor

**LESSEE:**

**MOAB COUNTRY CLUB**

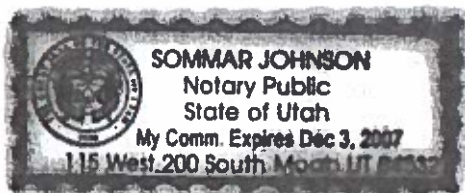
By: Bill B. Meador  
Bill Meador, President

State of Utah )  
County of Grand )

On the 15 day of APRIL, personally appeared before me BILL B. MEADOR, who duly acknowledged to me that they executed the same.

Sommarr Johnson  
Notary Public  
Residing in: Grand County

My Commission Expires:



GOLF COURSE LEASE AGREEMENT  
AMENDMENT NUMBER ONE

Original in  
Resolution  
file

For good and valuable consideration, The City of Moab, a Utah Municipality, and Moab Country Club mutually agree to a modification of the Golf Course Lease Agreement, dated April 12, 2005, as follows:

Sections 10 and 11 of the lease agreement are hereby terminated and the proceeding sections shall be sequentially renumbered.

- ~~10. The Lessee shall pay to Lessor a sum equal to a 1.5 percent of the annual gross revenue from all annual operating revenue. Said sum shall be paid by June 1 of each year, for the previous one year period ending December 30. The first payment under this Agreement shall be made by June 1, 2005.~~
- ~~11. The phrase "annual gross revenue from all annual operating revenue" shall be defined as revenues from all green fees, equipment rental, equipment storage, gross sales from the pro shop and from the gross sales of any future operations that may be conducted by the Lessee under the provisions of Paragraph 3 above, in any given calendar year.~~

APPROVED AND ACCEPTED ON THIS 20<sup>TH</sup> DAY OF DECEMBER, 2005.

**LESSOR:**

ATTEST:

*Rachel Ellison*  
Rachel Ellison, City Recorder

**CITY OF MOAB, UTAH**

By: *David L. Sakrison*  
David L. Sakrison, Mayor

**LESSEE:**

**MOAB COUNTRY CLUB**

By: *Bill Meador*  
Bill Meador, President

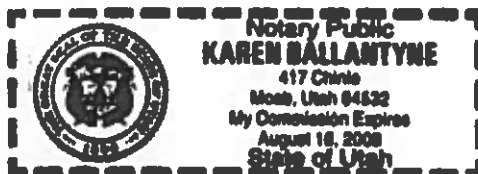
State of Utah )  
County of Grand )

On the 2<sup>nd</sup> day of Feb, 2006 personally appeared before me  
Bill Meador, who duly acknowledged to me that they executed the same.

*Karen Ballantyne*  
Notary Public  
Residing in: Grand County

My Commission Expires:

16 Aug 08



**RESOLUTION #27-2005**

**A RESOLUTION APPROVING THE GOLF COURSE LEASE AGREEMENT  
AMENDMENT NUMBER ONE**

WHEREAS, Moab City desires to amend the lease agreement entered into with the Moab Country Club on April 12, 2005 for the purpose of operating and maintaining a golf course and;

WHEREAS, the lease agreement amendment number one attached to this resolution has been presented to this meeting of the Moab City Council and;


NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF MOAB CITY THAT:

The Lease Agreement Amendment Number One as presented to the Moab City Council at this Meeting is hereby approved and shall be executed by and delivered to the appropriate officials.

This resolution shall take effect immediately upon passage.

PASSED AND APPROVED in open Council by a majority vote of the Governing Body of Moab City Council this 20<sup>th</sup> day of December, A.D., 2005.

SIGNED:

  
David L. Sakrison, Mayor

ATTEST:

  
Rachel Ellison, Recorder

**RESOLUTION #27-2005**

**A RESOLUTION APPROVING THE GOLF COURSE LEASE AGREEMENT  
AMENDMENT NUMBER ONE**

WHEREAS, Moab City desires to amend the lease agreement entered into with the Moab Country Club on April 12, 2005 for the purpose of operating and maintaining a golf course and;

WHEREAS, the lease agreement amendment number one attached to this resolution has been presented to this meeting of the Moab City Council and;

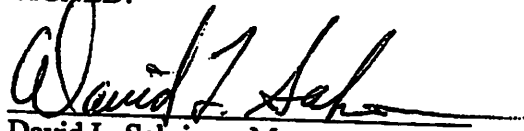
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF  
MOAB CITY THAT:

The Lease Agreement Amendment Number One as presented to the Moab City Council at this Meeting is hereby approved and shall be executed by and delivered to the appropriate officials.

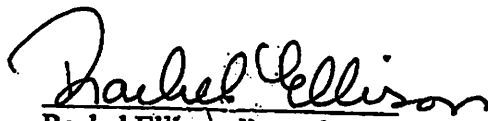
This resolution shall take effect immediately upon passage.

PASSED AND APPROVED in open Council by a majority vote of the Governing Body of Moab City Council this 20<sup>th</sup> day of December, A.D., 2005.

SIGNED:

  
David L. Sakrison, Mayor

ATTEST:

  
Rachel Ellison, Recorder

GOLF COURSE LEASE AGREEMENT  
AMENDMENT NUMBER ONE

For good and valuable consideration, The City of Moab, a Utah Municipality, and Moab Country Club mutually agree to a modification of the Golf Course Lease Agreement, dated April 12, 2005, as follows:

Sections 10 and 11 of the lease agreement are hereby terminated and the proceeding sections shall be sequentially renumbered.

- 10. ~~The Lessee shall pay to Lessor a sum equal to a 1.5 percent of the annual gross revenue from all annual operating revenue. Said sum shall be paid by June 1 of each year, for the previous one year period ending December 30. The first payment under this Agreement shall be made by June 1, 2005.~~
- 11. ~~The phrase "annual gross revenue from all annual operating revenue" shall be defined as revenues from all green fees, equipment rental, equipment storage, gross sales from the pro shop and from the gross sales of any future operations that may be conducted by the Lessee under the provisions of Paragraph 3 above, in any given calendar year.~~

APPROVED AND ACCEPTED ON THIS 20<sup>TH</sup> DAY OF DECEMBER, 2005.

**LESSOR:**

ATTEST:

*Rachel Ellison*  
Rachel Ellison, City Recorder

**CITY OF MOAB, UTAH**

By: *David L. Sakrison*  
David L. Sakrison, Mayor

**LESSEE:**

**MOAB COUNTRY CLUB**

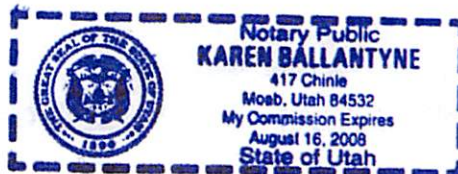
By: *Bill Meador*  
Bill Meador, President

State of Utah )  
  §  
County of Grand )

On the 2nd day of Feb, 2006 personally appeared before me  
Bill Meador, who duly acknowledged to me that they executed the same.

*Karen Ballantyne*  
Notary Public  
Residing in: Grand County

My Commission Expires:  
16 Aug 08



**Moab City Council Agenda Item**  
Meeting Date: April 28, 2020

**Title:** Award of Walnut Lane Contract for Master Planning Services

**Disposition:** Discussion and possible action

**Staff Presenter:** Kaitlin Myers, Senior Project Manager

**Attachment(s):**

- Attachment 3: Resolution to Award Contract
- Attachment 1: Architectural Squared Bid
- Attachment 2: Contract for Services

**Recommended Motion:** I move to approve Resolution 27-2020: A Resolution to Award the Contract for Site Planning, Architectural and Engineering Services for the Walnut Lane Apartments.

**Background/Summary:**

The City of Moab published a Request for Proposals (RFP) on December 19, 2019 to solicit a development team to provide master planning, project management, and predevelopment services for the City's parcels located at 193 Walnut Lane (mailing address 250 & 280 Walnut Lane). The City received ten bids to the RFP, which closed on January 30, 2020. The Committee reviewed and ranked ten written proposals and scheduled in-person interviews with four of the firms, which took place on March 3-4.

The Committee selected Architectural Squared through this process and notified Council the desire to proceed to contract negotiations at the Council Retreat on March 6, 2020.

The final contract is presented to Council for final approval to award the contract to Architectural Squared in an amount not to exceed \$66,397.



**CITY OF MOAB RESOLUTION 27-2020**

**A RESOLUTION TO AWARD THE CONTRACT FOR SITE PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR WALNUT LANE APARTMENTS**

**WHEREAS**, the City of Moab purchased an existing mobile home (or “trailer”) park located at 193 Walnut Lane (mailing address 250 & 280 Walnut Lane) in October 2018 with the intention to redevelop the property into an approximately eighty (80)-unit affordable, sustainable, mixed-income development to be known as the Walnut Lane Apartments; and

**WHEREAS**, the City published a Request for Qualifications (RFQ) in July 2019, which received five (5) submissions, and a Request for Proposals (RFP) in December 2019, which received ten (10) submissions, to solicit Site Planning, Architectural and Engineering Services for the Walnut Lane Apartments; and

**WHEREAS**, the bids were reviewed, ranked, and interviewed by the RFP Selection Committee, which consisted of the following members: Kaitlin Myers, Senior Project Manager; Joel Linares, City Manager; Nora Shepard, Planning Director; Barry Ellison, Building Official; Chuck Williams, City Engineer; and Mike Duncan, City Councilmember; and

**WHEREAS**, the RFP Selection Committee selected the proposal submitted by Architectural Squared (or “the Team”) including, but not limited to, the following reasons:

1. Architectural Squared scored the highest on the first round of evaluations on the written proposals and was in the top two of each committee member’s rankings from the in-person interview, with the consensus of the Committee preferring this Team.
2. The Team is the most local of the final four teams interviewed, with all members located in Moab, Utah, and Durango, Telluride, and Crested Butte, Colorado.
3. The Team has the greatest breadth of experience developing in Moab City and Grand County, which has given them a more complete understanding of the challenges and needs for the project, and therefore, a more complete and unique vision for this project.
4. Architectural Squared submitted the second-lowest cost proposal. While cost was not a major factor in the decision by the committee, it is clear this team submitted the proposal with the highest cost to benefit value.

**NOW, THEREFORE, BE IT RESOLVED BY THE MOAB CITY COUNCIL**, the contract for Site Planning, Architectural and Engineering Services for the Walnut Lane Apartments shall be awarded to Architectural Squared in an amount to not exceed \$66,397.

PASSED AND APPROVED in open Council by a majority vote of the Governing Body of Moab City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNED:

ATESTED:

\_\_\_\_\_

\_\_\_\_\_

Emily S Niehaus, Mayor

Sommar Johnson, Recorder

# WALNUT LANE APARTMENTS

250 - 280 West Walnut Lane

## Submitted To:

City of Moab  
Kaitlin Myers  
217 East Center St.  
Moab, UT 84532  
435.259.5129  
kmyers@moabcity.org

## Response to Request for Qualifications

## Submitted By:

Architectural Squared  
Courtney Kizer  
301 S. 400 E. #209  
Moab, UT 84532  
512.656.1745  
CourtneyKizer@gmail.com



ENGINEERING LLC





January 30, 2020

City of Moab  
217 East Center St.  
Moab, UT 84532  
Attn: Kaitlin Myers, Senior Project Manager

**RE: Intent to Respond to Request for Proposal to Provide Architectural & Engineering Services for the Walnut Lane Apartments Project**

Dear Ms. Myers & the City of Moab,

Thank you for the opportunity to submit our response to the RFP for the Walnut Lane Apartments Development at 250-280 West Walnut Lane in Moab, Utah. We commend the City of Moab on their ongoing efforts to revitalize neighborhoods and increase the availability of housing opportunities for residents. Our residential development experience combined with a firsthand understanding of the housing challenges facing small towns in the Rocky Mountain Region and South Western States will allow us to approach this project with strong consideration to the end users while negotiating the current cost constraints of the construction market and the sometimes difficult plan approval process.

This team is proud to provide a unique variety of professionals and development experts, capable of addressing the needs and meeting the goals for this project. Each company is in close proximity to the project site and from small towns with tourist-based economies battling workforce housing challenges similar to those we are facing in Moab. Increasing desirable housing for community members is a goal near and dear to the hearts of all our members:

Architectural Squared	Architecture	Moab
Shik Han Consulting, LLC	Development / Finance	Moab
REG, Inc.	SMEP Engineering	Crested Butte
SET Engineering	Civil Engineering	Moab / Durango
DHM Design	Landscape Architecture	Durango
Luminosity Lighting	Lighting Design	Telluride

Architectural Squared, a Moab based & woman-owned architecture firm, will be the project management lead for design investigations, community outreach, cost analyses, and assembly of construction documents. We are well qualified for this project not only due to our experience in residential and multifamily design and planning, but also as a result of our versatility in approach and commitment to delivering the highest quality standards. Many members of the team are certified sustainability professionals and live the conservation practices they preach within their own homes.

From concept to completion, our team will guide the City of Moab through the phased design process in order to ultimately meet your goal of providing quality homes for their future residents within the determined budget. We welcome any questions and encourage contacting previous clients and consultants in regards to our performance and overall quality of work.

Sincerely,

Courtney Kizer, AIA, LEED BD&C, NCARB  
Principal, A^2



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<b>Civil Design:</b> SET Engineering Jeff Pilus, Principal P) 970.759.8129, jeffp@setengineering.com	<b>6-7</b>
<b>Development Strategist:</b> Shik Han Consulting LLC Shik Han, CEO P) 432.200.3330, shan@shikhan.com	<b>8</b>
<b>Structural &amp; MEP Engineering:</b> Resource Engineering Group Dodson Harper, Principal P) 970.349.1216, dodson@reginc.com	<b>9</b>
<b>Landscape Design:</b> DHM Design Ann Christensen, Principal P) 970.385.4219, wchristensen@dhmdesign.com	<b>10-11</b>
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# ARCHITECTURAL SQUARED \*WOMAN OWNED BUSINESS

## Architecture:

301 S. 400 E. #209, Moab, UT 84532

Courtney Kizer, Principal, P) 512.656.1745, E) courtneykizer@gmail.com



## WHO WE ARE

A^2 specializes in regional architecture tailored to the individual client and site. Our expertise ranges from the hot, humid climate of Central Texas to the frigid, snowy extremes of the Western Slopes of the Rocky Mountains

The firm focuses primarily on single family and multi family residential projects but is also equipped to take on commercial and hospitality projects. That versatility has resulted in a portfolio with a wide range of locations and typologies, each attuned to their specific circumstances.

Since its inception in 2014, a growing list of clients has continually returned to the firm for repeat business. That is attributed to an understanding that a creative project requires imagination, ingenuity, and technical skill to design. However, only with follow through, persistence and collaboration throughout the design and construction process can that end goal be realized. We pride ourselves on the ability to develop a team that can turn a vision into a functional reality. We listen to desires, respect budgets and marry them both with requirements of the presiding jurisdiction, the input of the project contractor and the existing fabric of the surrounding community.

### COURTNEY KIZER

#### Licensure:

UT #10308899-0301, CO #403769,

### PRINCIPAL ARCHITECT

TX #24964

#### Accreditations:

AIA #38113885, LEED GBCI #10407684,

NCARB #189733

#### Education:

Master of Architecture, University of Texas at Austin



Courtney earned her 10 years of experience from a wide variety of typologies. That broad basis for design allows a uniquely high level of creativity and ingenuity in the use of materials, specification of architectural products and function based design. Her background is deeply rooted in Architecture with both an Undergraduate and Master of Architecture from the University of Texas School of Architecture. Courtney's professional experience ranges from interior commercial architecture to commercial construction management to high-end and multifamily residential design. Extensive travel has expanded Courtney's design experience and provided a varied perspective and breadth of knowledge that allows her to design in nearly any climate - physical or social.

Since relocating to Moab in 2017, the focus of her firm, A^2, has shifted to multifamily residential and hospitality projects in response to demand and a personal passion for providing housing for the local community. She also serves on the board of the Housing Authority of Southeastern Utah. She and her husband live the life they preach in a highly efficient tiny home built out of a single shipping container. She aims to share her firsthand knowledge of compact, sustainable living with the community she and her husband love dearly.

Courtney is licensed in Utah, Texas and Colorado with a client base reaching throughout the United States. Her resume prior to founding Architectural Squared in 2014 includes The Bommarito Group, Flintco Construction, Truline Architects and several smaller 'boutique' firms from both Austin and Telluride. She also holds a LEED BD&C Accreditation and aims to bring those green building methodologies promoting efficiency and sustainability to each project.



### OMA KASSIM PROJECT ARCHITECT

Licensure: New York #041673

Accreditations: NCARB #817123

Education: Bachelor of Architecture,  
Syracuse University

Oma has experience with work in large-scale K-12 projects, higher education projects, large and small-scale residential projects, and commercial hospitality in New York State and Utah. Her resume includes her Professional Bachelor's degree from Syracuse University, licensure in New York State, and 3 ½ years of professional practice. Her work at Ashley McGraw Architects is where she gained experience as the designer for multiple K-12 projects, higher education and large-scale residential projects in all phases of planning and construction. With these larger renovation projects, she worked with client needs to create a beautiful design solution in response to a demanding project scope.

Her work reflects her personal mission to pursue sustainable building materials and practices, and how we can utilize more environmentally friendly products and design solutions throughout the entire building process.



### ROSY LEA HANBY ART & INTERIOR DESIGNER

Education: The Arts Institute at  
Bournemouth, United Kingdom

With a 20 year background in the Arts, over 12 years in design on both national and international projects and a broad cultural background, Ms. Hanby brings an original and creative eye to design. Her ability to tune in to her clients objective and incorporate the aesthetic and culture of a community ensures each project is unique. She collaborates with the client, architect and fellow designers to create innovative spaces that embrace the feel and personality of a place and its community.

Rosy was born in Texas, schooled in England and has since lived and worked in the West giving her a true appreciation and feel for the region. A lover of collaboration and hands on team work, she brings innovative ideas and a personal feel to every new endeavor.



### DANIEL MCCANN SUSTAINABILITY SPECIALIST

Daniel McCann's experience and expertise involves energy efficient and low-carbon footprint homes that maximize use of free and natural resources including; passive solar, rainwater harvesting, and grey water, reducing heating and water bills.

Dan was raised in Paradise Valley, Montana. Enveloped in wilderness, he learned its importance and necessity to humanity. His father, who was a contractor, taught him carpentry, but it wasn't till 2013 when he moved to Moab, UT to work for Community Rebuilds and EcoLogic, he became aware of the environmental impacts of conventional building and building materials. This sparked his passion for sustainable design. In 2014, Dan designed and built his own straw bale home based on the principals of permaculture design. It was the first permitted residential grey water system in the state and feeds the electric grid with surplus renewable energy.

## PROJECT EXPERIENCE:

### ELMWOOD APARTMENTS STUDENT HOUSING

**TYPE:** Multifamily      **LOCATION:** Austin, Texas  
**PROJECT TEAM:** Contractor: **Mozo Builders** Architect: **Architectural Squared** SMEP Engineer: **ATS Engineers** Civil Engineer: **Prosner & Associates**  
**BUDGET:** \$1.5 Million, Completed Within Budget

The goal with the Elmwood project was to create student housing near the University of Texas at the lowest possible cost without sacrificing design and aesthetic. The combined, two lot site, was maxed out resulting in 6 units and 28 leasable bedrooms. The project was fully leased for its first two school years of operation 2017/2018 & 2018/2019.



### HOYT TOWNHOMES HIGH DENSITY INFILL HOUSING

**TYPE:** Multifamily      **LOCATION:** Salt Lake City, Utah  
**PROJECT TEAM:** Architect: **Architectural Squared** Civil Engineer: **Ward Engineering**

Salt Lake City has approved zoning changes that allow for high density multifamily infill projects in existing single family residential neighborhoods close to the core. The Hoyt project is just one of those sites. The two lots that bridge between two residential streets have a combined area of just over half an acre. The proposed development, currently in the planning approval phase with the city, divides the two lots into 8 smaller parcels. The existing home is slated to remain with 5 additional units and parking and open space for each home.



### HEMPHILL COMMONS STUDENT HOUSING

**TYPE:** Multifamily      **LOCATION:** Austin, Texas  
**PROJECT TEAM:** Contractor: **Austin Modern Properties** Architect: **Architectural Squared** SMEP Engineer: **ATS Engineers** Civil Engineer: **Civil Insite, LLC**  
**BUDGET:** \$2.5 Million Prior to Construction

Hemphill Street is as close of a private residential neighborhood can be to the University of Texas Campus. The street is already full of multifamily projects and the project site is one of the final single family lots on the block. The infill site has many protected trees, a complicated storm drain easement and a square footage smaller than allowed for development by the overarching zoning designation. Multiple reviews under the planning commissions were necessary in order to receive all approvals. In the end, the modest 7 unit development has made its way to the permit process and is slated to break ground this Summer.



### SCENIC VIEW INN & DOWD FLATS ASSURED HOUSING

**TYPE:** Hospitality      **LOCATION:** Moab, Utah  
**PROJECT TEAM:** Architect: **Architectural Squared** Interiors: **Rosy Hanby**  
**BUDGET:** \$8 Million Prior to Construction

SMEP Engineer: **REG Inc.** Civil Engineer: **SET Engineering**

Moab is unable to keep up with increasingly high numbers of visitors during the high season. The heart of the Dowd Flats Development is an 80 room hotel geared towards meeting that demand. An existing 20+ space, long term mobile home park is slated to stay so as not to relocate existing residents. The project also provides 4 units, 8 bedrooms, of assured housing for qualifying, very low income long term renters.



## REFERENCES:

- Henderson Builders, Moab, UT  
Jason Henderson, Contractor; e: JHBuilder@frontier.net p: 435.259.4111  
Projects: Dowd Flats Hotel (Scenic View Inn), Buffington Residence
- Ward Engineering, SLC, UT  
Sattar Tabriz, Developer; e: Stabriz@wardeg.com p: 801.514.0880  
Projects: Hoyt Townhomes, Magna Mixed Use, UCB Office & Boxing Gym, Washington Street Residential Renovations
- Endeavor Real Estate, Austin, TX  
Anne Meiteen, Owner's Representative; e: AMeiteen@endeavor-re.com p: 512.293.9631  
Projects: Homeaway UX Design Offices, Expedia RPP Offices
- Debbie Outlaw, Austin, TX; Owner; e: Mdrth5out@aol.com p: 432.770.5206  
Projects: Elmwood Student Housing, Hemphill Commons

# SET ENGINEERING

## Civil Design:

1309 E 3rd Ave #21, Durango, CO 81301

Jeff Pillus, Principal; P) 970.759.8129 E) jeffp@setengineering.com



## WHAT WE DO

**SET Engineering, LLC** was formed by two longtime colleagues and friends, Jeff Pillus and Steve Pavlick, who recognized the need for low overhead professional engineering services to be aligned with today's demands. The SET business model was created to work with developers, architects, and contractors to deliver thorough, efficient, and cost-effective designs with a specific focus on site civil design and traffic analysis. The SET team combined has years of wide-ranging design and construction experience and maintains a hands-on approach, involving experienced engineers, in every step of the project. We maintain a solid working relationship with the City of Moab Planning, Engineering, and Public Works Department and are completely familiar with City processes and design standards.

### Jeff Pillus, PE Principal

Jeff is the Cofounder and Managing Principal of SET Engineering, LLC, and holds Professional Civil Engineer certifications in Utah and Colorado. Jeff provides over 22 years of Civil Engineering experience in all aspects of project delivery, from concept design through construction administration. Jeff has planned, permitted and supervised many inspiring projects in Moab, Grand County and the greater Four Corners Region. Jeff acts as a liaison to agencies and promotes fresh ideas while providing sensible and cost-effective design solutions, maintaining active relationships with local municipalities, developers and private sector clients.



### James Green, PE Project Manager

James is a Professional Civil Engineer in California and Colorado with 20 years of experience in Project Management, Construction Management, and Land Surveying. James has depth of experience with land development and land surveying for private development, public works and capital improvement projects, as well as department of defense projects for the Air Force and Marines. James is a reliable and dedicated professional who possesses leadership, industry knowledge, solution-oriented creativity, analytical processing and a can-do attitude with the ability to adapt to challenges and any environment by creating positive lines of communication and problem-solving initiatives.



### Charlie Shew, EIT Project Engineer

As a civil designer at SET, Charlie provides engineering design support, traffic impact studies, report development, and water system modeling and analysis for municipal, commercial and residential projects in Moab, Utah and surrounding regions. Charlie is dedicated to design excellence and prides himself on seeing the project through the owner and/or stakeholder's eyes, translating to efficient constructability. Charlie is a team player, anticipating client needs and supporting the SET team, delivering successful civil engineering projects.



## PROJECT EXPERIENCE:

- **Walnut Lane Apartment Project Pre RFP (mid-2019):** SET Engineering worked pro bono with the City of Moab team to develop cost estimates based on the conceptual site plan to help move this project to the RFP/RFQ stage. We prepared several phasing options for the site as well as identified key challenges. SET Engineering is intimately familiar with the infrastructure within Walnut Lane through our work on this project and adjacent projects.
- **Moab Hoodoo Hotel and Employee Housing (2016-2019):** This project is located adjacent to the southern boundary of the Walnut Lane Apartment Project. SET Engineering provided full-scope civil engineering services in order to create high-density housing and a hotel that successfully replaced an existing Trailer Park. In conjunction with the developers and the City, SET also designed a major storm drain trunk system along the entire length of Walnut Lane road. This project also brings with it an intimate familiarity with the utilities and drainage of the Walnut Lane area. The original budget was \$64,730 and scope was completed on-time and the budget was increased to incorporate city infrastructure improvements.
- **Arroyo Crossing Subdivision (2019-2020):** Arroyo Crossing is a 300-unit mixed-use high-density affordable housing project within Grand County which includes apartments, townhomes, single-family homes, twin-homes, and community buildings. SET Engineering worked closely with the County, Stakeholders, and the Board of Directors to plan and design the project in a short timeframe. Handling drainage was a key component of this project with five arroyos flowing into the project, and designed to be routed to a retention and detention system. The project design with public input was completed and ready for construction in under ten months. Civil engineering on the project was completed and approved by the County in just two months. Project funding was provided by New Market Tax Credits and fundraising donations. The original budget was \$95,490 and additional scope was completed within the original budget. After completing the civil design package, the Moab Area Community Land Trust (Owner) hired SET Engineering to manage construction as the Construction Administrator. Construction began early January 2020 and is anticipated to be complete by November 2020.
- **Peak View Subdivision (2018-2019):** Peak View is a 127-unit high-density affordable housing project designed for a combination of twin-homes, townhomes, and single-family homes in Grand County. SET coordinated with neighbors and developed drainage designs to eliminate offsite flooding issues by designing storm water systems to route runoff through the development and beyond in a safe and sustainable way. The original budget of \$46,822 was met.
- **Mill Creek Housing Project (2015-2016):** As a 180-unit High Density Housing Apartment Project along Mill Creek Drive, the project incorporated Mill Creek Drive improvements and the extension of the city trail system. Multiple neighbor concerns were negotiated and addressed. The project is awaiting funding for construction. The original budget of \$45,000 was met and follow-up entitlement work was performed on a time and materials basis.



## REFERENCES:

- Patrick Matheson: 801.403.7747 – [patrick@housinghelp.org](mailto:patrick@housinghelp.org)  
Full scope civil engineering services associated with the Arroyo Crossing Subdivision
- Audrey Graham: 435.220.0185 – [graham4grand@yahoo.com](mailto:graham4grand@yahoo.com)  
Civil Engineering Consulting Services for the Board of Moab Area Community Land Trust
- Kalen Jones: 435.259.7073 – [kalen@withgaia.com](mailto:kalen@withgaia.com)  
Provided Residential civil design projects. Walk-in community gardens Mulberry Grove – Eco-Friendly
- Jason Henderson: 435.260.1834 – [jhbuilder@frontiernet.net](mailto:jhbuilder@frontiernet.net)  
Various residential and commercial civil design work and for Canyonlands Field Institute



# SHIK HAN CONSULTING LLC

## Development Strategist:

301 S 400 East #208, Moab, UT 84532

Shik Han, CEO, P) 435.200.3330, E) shan@shikhan.com



## WHAT WE DO

**All About You** - Your business is our business. We believe in making your dreams and goals a reality and our experts know just how to do that. We're prepared to help you at any level, from impartial advice or practical assistance to help you make the most of every opportunity.

**The Technical Stuff** - Whether you're just starting out or looking to restructure we've got you covered. Our mantra is: analyze, identify, advise, execute. Our mission is to create relationships, not transactions. Our promise is that we'll be there, as questions or issues arise, every step of the way.

**Our Expertise**- We're a group of analysts, advocates and strategists that thrive on sharing experience and knowledge to help you make a success of your business. Our track record proves that clear communication and expert collaboration will boost your bottom line.

## Shik Han - Founder, CEO

Shik lives to rally people and resources behind relevant, profitable programs, products, services, and partnerships. He brings energy and intelligence to growth and efficiency initiatives, whether scaling a call center 14X, consolidating global operations, or establishing first-of-their-kind business models in change-resistant organ M, Hyatt, Halliburton, GE Access, JP Morgan, Hilton, and others.



## PROJECT EXPERIENCE:

- Hoodoo Employee Housing, (Moab, UT) – Located on Walnut Lane just west of downtown Moab, the project provides 18 employee housing units. Phase one completed in 2016. Budget: \$3.5(M)
- Hoodoo Employee Housing 2, (Moab, UT) – Located on Walnut Lane just west of downtown Moab, the project provides 36 employee housing units. Phase two is currently in the review process. Budget: \$4.5(M)
- Hoodoo Moab (Moab, Utah) - One block off main street Moab, first Curio and 4 Diamond rated hotel. Winner of 2019 CCIM Utah Development of the Year award. First signed new build in the Curio family. Budget: \$40(M)
- Hyatt Place (Moab, Utah) - First Hyatt Place with the "Casita" concept. Fastest out of the gate gross revenue generator in the Hyatt Place brand family. Budget: \$25(M)
- Millcreek Apartments (Moab, Utah) - 192 apartment complex, first multi-family apartment development with affordable rent agreements via deed restriction with the City of Moab. Budget: \$30(M)



## REFERENCES:

- Mike Hogan – President Hogan Associates : mhogan@hoganconstruction.com : 801-910-7001
- Jason Henderson – Owner Henderson Builders : jhbuilder@frontiernet.net : 435-260-1834
- Stina Funch – Founder/Owner/Designer – Atwater Design : SFunch@atwaterinc.com : 818-281-7386
- Doug Bradshaw – Owner/Broker – Western Finance : dougbradshaw51@gmail.com : 801-550-1445
- Andrew Hulse – Commercial Banker – Zion's Bank : Andrew.Hulse@zionsbank.com : 435-817-4932

## RESOURCE ENGINEERING GROUP

### Structural & MEP Engineering:

502 Whiterock Ave, Crested Butte, CO 81224

Dodson Harper, Principal; P) 970.349.1216 E) dodson@reginc.com



### J. August Hasz P.E., President and Principal Engineer

August has overall responsibility for the day-to-day operation of the company, oversight of all scopes of work REG provides and detailed engineering including mechanical system design, structural systems, energy auditing, commissioning for new and existing buildings, building simulation, and solar energy analysis. August's engineering mastery, creative attitude, and innate sense for completing complex projects on time and budget have allowed him to compile an impressive track record of successful projects at REG over the course of more than a decade. His project experience includes passive heating and cooling strategies, active solar thermal and solar electric systems, ground source heat pumps, and radiant cooling systems. His past experience includes fundamental research into glass and ceramic materials, water pump design, and water and wastewater plant operation. August also manages REG's staffing, project scheduling and budgeting, risk management and multi-discipline project delivery.



August earned a Bachelor of Science degree in Glass Engineering Science from the New York State College of Ceramics at Alfred University, with honors. He is LEED accredited, NCEES registered, and a member of ASHRAE. He is a licensed Professional Engineer in Colorado, California, Massachusetts, Montana, New York, New Jersey, Texas, Utah, Vermont and Wyoming.

### Dodson Harper P.E., S.E., Vice-President & Principal Engineer

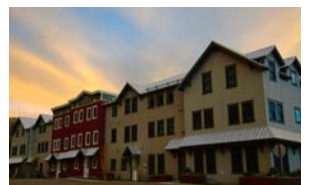
Dodson Harper leads the Structural Engineering Department at Resource Engineering Group as well as oversight of MEP systems engineering. His responsibilities include structural design, forensic analysis, SMEP project management and managing staffing, project control (schedule and budget), risk management, hardware/software acquisition and maintenance, and in-house training for REG. Dodson's ability to understand the big picture view of projects has built a long history of on-time/on-budget projects for over 10 years at REG. His project experience includes residential, commercial, and institutional spaces for both new construction and remodels. In addition to designing with conventional steel, wood, and concrete systems, Dodson is a recognized expert in alternative building systems such as straw bale and clay-straw techniques. His extensive contracting and framing experience is invaluable when construction problems need to be solved.



Dodson earned a Bachelor of Arts in Mathematics with Honors from Westminster College in Fulton Missouri, and a Bachelor of Science in Civil Engineering with Honors from Colorado State University. He is a registered Professional Engineer in Colorado, Florida, and Vermont, and a registered Structural Engineer in Idaho and Utah.

## PROJECT EXPERIENCE:

- **Burlingame Phase II Affordable Housing, Aspen, CO:** Mechanical Engineer of record for 162-unit workforce housing project. The project was one of the first in the area to use the AIA Integrated Project Delivery (IPD) process, which involves continuous collaboration between the design, estimating, and construction teams. The design also used Building Information Modeling (BIM) with 3-D collision detection to avoid construction conflicts. Individual housing units each have their own heat-recovery ventilators, and condensing DHW water heaters provide all space heating.
- **Anthracite Affordable Housing, Crested Butte, CO:** Structural, Mechanical, Electrical and Plumbing Engineer of record for this 30-unit affordable housing project. This project is Enterprise Green Certified and funded with LITCH program.
- **Denison Placer Affordable Housing, Breckenridge, CO:** Structural, Mechanical, Electrical and Plumbing Engineer of record for this 24 Building affordable housing project with a total size of approximately 90,000 ft<sup>2</sup>. This project is Enterprise Green Certified and was contracted with the Town of Breckenridge. (Project is known as Blue 52 and Dennison Commons)



## REFERENCES:

- Town of Breckenridge, CO  
Corum Real Estate Group  
Eric Komppa, Owner's Representative; e: eric.komppa@corumrealestate.com, p:303-796-2000;105  
**Project: Denison Placer Affordable Housing, Breckenridge, CO**
- Coburn Development  
2560 28th Street, Suite 200 Boulder, CO 80301  
Peter Weber, Principal; e: pweber@coburnpartners.com p:303-442-3351  
**Project: Anthracite Affordable Housing, Crested Butte, CO**
- Shop Works Architecture  
301 W 45th Ave. Denver, CO 80216  
Chad Holtzinger, Principal; e: chad@shopworksarc.com p:720-244-8402  
**Project: Burlingame Phase II; Affordable Housing, Aspen, CO**

**FIRM OVERVIEW**

DHM Design is a story of continuous innovation and growth. Established in 1975, we are an internationally recognized leader in landscape architecture, land planning, urban design and environmental planning. Our experience embraces a diverse portfolio of planning and design projects. Organized around teams in various areas of expertise, we are able to draw on each other's talents and skills to offer integrated, place-based design. We advocate a collaborative design process, working hand-in-hand with our clients, their communities and the design team to turn ideas into reality. Skilled in facilitation and graphic presentations, DHM adds significant value to the public process. Our ability to produce compelling and descriptive graphics on the spot brings visual meaning to the discussion and keeps the planning and design process accessible and engaging for all participants. We understand the power of place and our responsibility as landscape architects to positively impact people with our designs.

Our belief in community and place-based design has allowed us to grow a portfolio of significant projects that are rooted in both social and environmental sustainability. Through our dedication to creating community, we have gained valuable experience with site master planning, transportation planning, and facilitation of public involvement in the design process. We consider it a calling to create balance between form and function, vision and budget, desire and need. With a holistic approach that incorporates all elements, including programming, site characteristics, culture and history, engineering, drainage, and environmental factors, we are able to create balanced site plans. DHM excels at achieving project goals while satisfying diverse interests and creating places that fit within the larger context of environment and community.

Many communities grapple with affordable housing issues across the west. As landscape architects and planners we are particularly interested in creating livable communities that have access to open space and integrate innovative approaches to sustainable site design.

We see a healthy community as complex, richly layered and saturated with vitality. For decades, well-conceived communities have embraced nature, recreation and social interaction – all elements of a healthy lifestyle. With our holistic and ecologically-based approach, we understand how to develop land in a sustainable and economically advantageous manner so natural amenities are enhanced, social nodes are vibrant and thriving, and private areas remain peaceful retreats from the world. Our goal is to achieve density while minimizing impact on the land, incorporating sustainable design principles, and responding to how people live, work, rest and move.

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**ANN CHRISTENSEN**  
**Principal | Chief of Business Development**

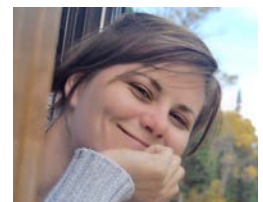
**EDUCATION:** B. of Science Landscape Architecture, Colorado State University, 1990  
M. of Landscape Architecture, Harvard Graduate School of Design, 1999  
**CERTIFICATIONS:** Professional Landscape Architect (CO|NM|ID|OK),  
US Green Building Council: LEED Accredited Professional  
US Green Building Council: Sustainable Sites Technical Advisor 2001-2005



Ann is a planner and licensed landscape architect with over 25 years of experience. Her work focuses on redevelopment and urban design. Ann also leads many of DHM's National Park Service contracts. She has a strong emphasis on urban design, seeking ways to emphasize creative design solutions that balance economic, social, and environmental sustainability. She recently participated in the design of a redevelopment visioning plan for the City of Durango and a master plan for the Crow Canyon Archaeological Center campus in Cortez, CO.

**KATIE FEENEY**  
**Senior Associate**

**EDUCATION:** B.S. Landscape Architecture, Colorado State University, 2005  
**CERTIFICATIONS:** Professional Landscape Architect (CO|UT), LEED AP BD+C



Katie is a Senior Associate at DHM with over 12 years of professional experience in landscape architecture. Her portfolio of work ranges from master planning large scale projects, including a 10 mile riverway in Montrose and potential recreation opportunities for a lake outside of the City of Durango. She also has vast experience in site plan design with involvement in multiple LEED certified projects across southwest Colorado and the surrounding region. Her true passion lies within working in smaller communities to design innovative, functional and sustainable spaces creating a true asset to the public.

## PROJECT EXPERIENCE:

### THE HIGHLANDS SENIOR HOUSING; GRAND JUNCTION, CO

**CLIENT:** Grand Junction Housing Authority **PROJECT TEAM:** DHM Design, Oz Architecture, Shaw Construction  
**PROJECT DATA:** 4-Story Affordable Housing Building, Phase I, Phase II, Approx. 3.8 acre parcel, Walking paths, Outdoor Courtyard and Lawn Trellis, Raised Garden Beds **SERVICES:** Schematic Design, Planning Services, Landscape Architecture  
**STATUS:** Phase I Completed, Phase II in Progress

As the first Low-Income Housing Tax Credit (LIHTC) development in Mesa County for Seniors, The Highlands senior housing project is centrally located near hospitals, doctor's offices, restaurants, grocery stores, pharmacies, salons, churches and more. DHM Design collaborated with Oz Architecture and Shaw Construction to design and construct a new standard for active senior living; a significantly unmet need in the community. Taking notes from the community's needs, DHM Design implemented features such as walking paths that circuit for varying lengths with seating along the paths at varying levels of mobility, ample shade and trees, concrete that diminishes glare, outdoor gathering place with moveable seating, raised garden beds, and benches throughout the site to encourage active and engaged living.



### CONFLUENCE APARTMENTS PHASE 2; DURANGO, CO

**CLIENT:** Three Springs **PROJECT TEAM:** DHM Design, Russell Planning and Engineering, Johnson Nathan Strohe Architects, FCI Construction  
**PROJECT DATA:** Multi-Family Housing, Plaza Design **SERVICES:** Urban Design, Landscape Architecture, Construction Administration  
**STATUS:** Completed

DHM Design worked closely with an inter-disciplinary team to develop the second phase of the Confluence Apartments at Three Springs. This project added over 70 much needed apartments to the housing inventory in Durango. The site consisted of street trees and custom bike racks along the Confluence Avenue, plaza space adjacent to the new retail/restaurant space, sustainable surface drainage system and xeric planting adjacent to the buildings and throughout the parking lots.



### BURLINGAME AFFORDABLE HOUSING; ASPEN, CO

**CLIENT:** City of Aspen **PROJECT TEAM:** DHM Design, POSS Architecture + Planning, Lamont Planning Services, Shaw Builders, Carter & Burgess  
**PROJECT DATA:** 31 Acres, 236 Units - Master Plan; 99 Units Constructed Phase 1, Clustered Neighborhoods, Sustainable Design & Construction Transit Oriented Design **SERVICES:** Project Coordination, Public Process Facilitation, Master Planning, Landscape Architecture, Construction Documentation, Construction Administration **STATUS:** COWOP Process Completed, Phase I Completed

DHM's involvement in the Burlingame Ranch project began at the inception of the community planning (COWOP) process in 2000. DHM planned, organized and led monthly workshops with a task force of 20 citizens including elected officials and members of the public. Following that work, DHM participated directly in the programming & master planning of the entire site, as well as design and construction documentation of Phase I of the project. The plan for Burlingame Ranch responded to the City of Aspen's desire to build an affordable housing project that meets high standards of sustainable design while providing residents with the pride of ownership and a sense of community. The design and construction of the first phase included 99 units encouraging pedestrian traffic by providing direct links within the site and to the Aspen Parks trail system; encouraging the use of public transit by providing easy access to bus stops throughout the project; increasing personal interaction by integrating daily uses such as mail, newspapers, trash, recycling, and transit stops; and promoting a high quality of life by creating appropriately scaled public, semi-private and private spaces.



## REFERENCES:

- GF Properties Group, LLC  
65 Mercado Street, Suite 250, Durango, CO 81301  
Tim Zink, Portfolio Manager; e: tzink@sugf.com p: 970.764.6466
- City of Durango, CO  
Scott Shine, Planning Manager; e: scott.shine@durangogov.org p: 970.375.4858
- City of Durango, CO  
2700 Main Ave. Durango, CO 81301
- Town of Ridgway, CO  
201 N. Railroad St. Ridgway, CO 81432  
Jennifer Coates, Town Manager; e: jcoates@town.ridgway.co.us p: 970.626.5308 x 15

## WHO WE ARE

Luminosity is an architectural lighting design firm focused on lighting and daylighting for the interior and exterior environment.

Our creative team has varied backgrounds in lighting design, architecture, perception, and photography, all of which connect back to light. We have international experience on an array of award winning projects, including private residences, museums, concert halls, civic monuments, hospitality, and master planning.

We are inspired by many factors, from our natural surroundings to the built environment. We learn from those around us, and those who came before us.

Our design approach aims to enrich the architectural form and positively impact the visual environment. We appreciate both the artistic spirit and technical precision necessary for a successful lighting design, but realize the importance of listening to our client's vision, as we take that inspiration and make it a reality. As technology progresses, we incorporate these advancements into our design to ensure we achieve the client's sustainable and economic goals.

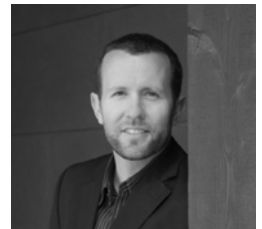
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## CRAIG SPRING

### Principal

EDUCATION:            B.SC.     – Architectural Engineering (Lighting Emphasis)  
                                 M.SC.     – Lighting + Perception  
                                                     – University Of Colorado Top Architectural Engineering Senior Award

CERTIFICATIONS:    IALD - Professional - International Association of Lighting Designers  
                                 IES - Member - Illuminating Engineering Society  
                                 LC - National Council on Qualifications for the Lighting  
                                 Professions (NCQLP) Lighting Certified Professional  
                                 LEED AP - Leadership in energy and environmental design accredited professional



Craig's career in lighting originated from several passions, all with a similar thread, "light." His studies blended architecture and engineering, the psychology of perception, and photography. Each area connects to architectural lighting design on multiple levels, from visualizing how light and shadow will accentuate the building form and texture, to understanding how the atmosphere will affect the end user.

During the architectural engineering program at the University of Colorado at Boulder, a focus in lighting design became clear. During this period he studied abroad in an architecture program in Rome that opened his eyes to the influence of light and daylight in architectural spaces. He continued into a graduate program which broadened his exposure in lighting, architecture, sustainable design, daylighting, and the psychology of perception which was a key component of his thesis. During graduate school, he gained tremendous perspective at internships in NYC (FMSP) and San Francisco (Auerbach Glasow).

Since then, he has worked internationally on a variety of projects, with prestigious firms in Seattle (Candela) and Sydney, Australia (Steensen Varming). In 2013 Luminosity was started, a firm Craig leads based out of Colorado. The breadth of projects he has been involved with ranges from the SCCA Housing, Wollongong Student Housing, Sydney Opera House Recording Studio, Australian War Memorial, AWM World War I Gallery, Cairns Entertainment Precinct, Springwood Cultural Center, Whatcom Lightcatcher Art Museum, Ladder Creeks Falls, Susanville Courthouse, Sydney Opera House Eastern Shells, National Gallery Victoria Master Plan, along with several hospitality projects and private residences. A focus on sustainability has continued throughout his career, always looking to further his knowledge on sustainable practices, and becoming a LEED accredited professional. Luminosity has gone through the process to become certified as an EcoAction Partners Green Business as well. He has written articles for industry publications and presented on topics ranging from uniformity to his sustainable volunteer efforts abroad. He has been awarded the Richard Kelly Award which was established to "recognize and encourage creative thought and activity in the use of light," highlighted as a part of "The Next Generation of Lighting Luminaries (LD+A, 2010)," and selected for 40under40 North America and 40under40 Global from Lighting Magazine 2018. To help advance the lighting profession regionally, he is one of the current IALD Regional Coordinators for the Rocky Mountain region (since 2013).

## PROJECT EXPERIENCE:



### SYDNEY OPERA HOUSE – EASTERN SHELLS

As one of the iconic 20th century architectural forms, the Sydney Opera House shells are an impressive feat of design. As boats approach Circular Quay, drivers cross the Harbor Bridge, and for those that reside or work in North Sydney, this is the initial glimpse of the Opera House. To ensure the eastern façade does not fade into darkness, fixtures with tight optics graze the edge to define the three dimensional form. To access the installation, a team of abseilers rappel down to the fixtures to aim and maintain the lamps.



### WESTERN WASHINGTON UNIVERSITY MILLER HALL

Miller Hall, a 134,000 square-foot building included renovations to general university classrooms, computer labs, instructional space, offices and support facilities. The interior and exterior lighting design blended the historic architecture with a modern aesthetic. Natural daylight was combined with uplighting schemes to provide a more pleasing study and work environment.

The renovation of historic Miller Hall at WWU was awarded LEED Gold.



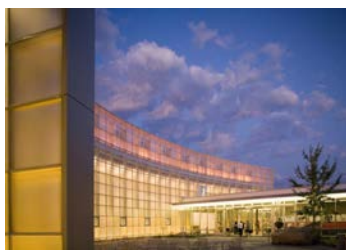
### WOLLONGONG STUDENT ACCOMMODATION

The student housing on the University of Wollongong campus is a multi-story building comprising multi-unit apartments, studios, communal areas, seminar spaces, and a large exterior courtyard. A deliberate lighting hierarchy emphasized the public spaces and stairwells, illuminating the ceiling and wall surfaces, creating an internal glow through the transparent external glazing. To draw students down to the courtyard at night, architectural and landscape features are accented.



### SPRINGWOOD CULTURAL CENTER

In the Town of Springwood outside Sydney in the Blue Mountains, an existing cultural center was redeveloped and upgraded to connect a theatre, library, museum and plaza together. A lighting master plan was created to look at all pieces holistically, creating a vision moving forward. Following the master plan, the design commenced bringing those concepts to reality.



### WHATCOM LIGHTCATCHER ART & CHILDREN'S MUSEUM

A curving glass wall known as the "lightcatcher," was the central spine of the museum, truly the signature element. The balance between daylight and electric light was essential, saving energy but also balancing ratios to ensure the environment was properly lit.

The project received the IES Paul Waterbury Award of Excellence in 2010. It is the first LEED Silver museum in the state of Washington.

## REFERENCES:

- Connie Giles Architecture, Inc.  
Connie Giles, e:connie@conniegilesarchitecture.com p: 970.728.3957
- ECA E Cummings Architect  
Scott Landefeld, e:jslandefeld@gmail.com p: 970.708.0668
- Studio Frank  
Catherine Frank, e:catherine@studiofrank.com p: 970.728.0662
- Amy Cannon  
e:timamycannon@msn.com p: 970.708.0115

# PROJECT APPROACH

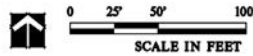
## Concept 1

### 1. MINIMIZE DISPLACEMENT

### 2. INCREASE CAPACITY



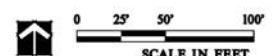
#### Phase 1



\$/SF Cost \$135

Beds	Qty	SF	Total	Cost	Cost / Unit	Parking
Land				\$1,800,000	\$22,500	
Development Costs				\$2,003,010	\$25,038	
Apt, 1	20	450	9,000	\$1,215,000	\$108,288	20
Apt, 2	12	600	7,200	\$972,000	\$128,538	18
Town, 2	0	850	0	\$0		0
Duplex, 3	0	1,200	0	\$0		0
<b>TOTAL</b>	<b>32</b>	<b>16,200</b>	<b>\$3,708,204</b>	<b>\$115,881</b>		<b>38</b>

#### Phase 2



\$/SF Cost \$135

Beds	Qty	SF	Total	Cost	Cost / Unit	Parking
Land				\$1,800,000	\$22,500	
Development Costs				\$2,003,010	\$25,038	
Apt, 1	12	450	5,400	\$729,000	\$108,288	12
Apt, 2	12	600	7,200	\$972,000	\$128,538	18
Town, 2	6	850	5,100	\$688,500	\$162,288	9
Duplex, 3	0	1,200	0	\$0		0
<b>TOTAL</b>	<b>30</b>	<b>17,700</b>	<b>\$3,815,629</b>	<b>\$127,188</b>		<b>39</b>

#### PHASE 1:

All trailers removed to be relocated on site or replaced with tiny homes. This will increase the density of other portions of the site but leaves the existing feel and utility of the park largely maintained.

The scale of this apartment building is large enough to house all site residents.

#### PHASE 2:

Since all residents would be relocated into the Phase 1 apartments, all other trailers on site could be removed to allow for ease of site access and economies of scale in replacing utilities.

#### PHASE 3:

The smaller densities of this phase allow for alternative financing options including self help or smaller broken down phasing as funds become available.

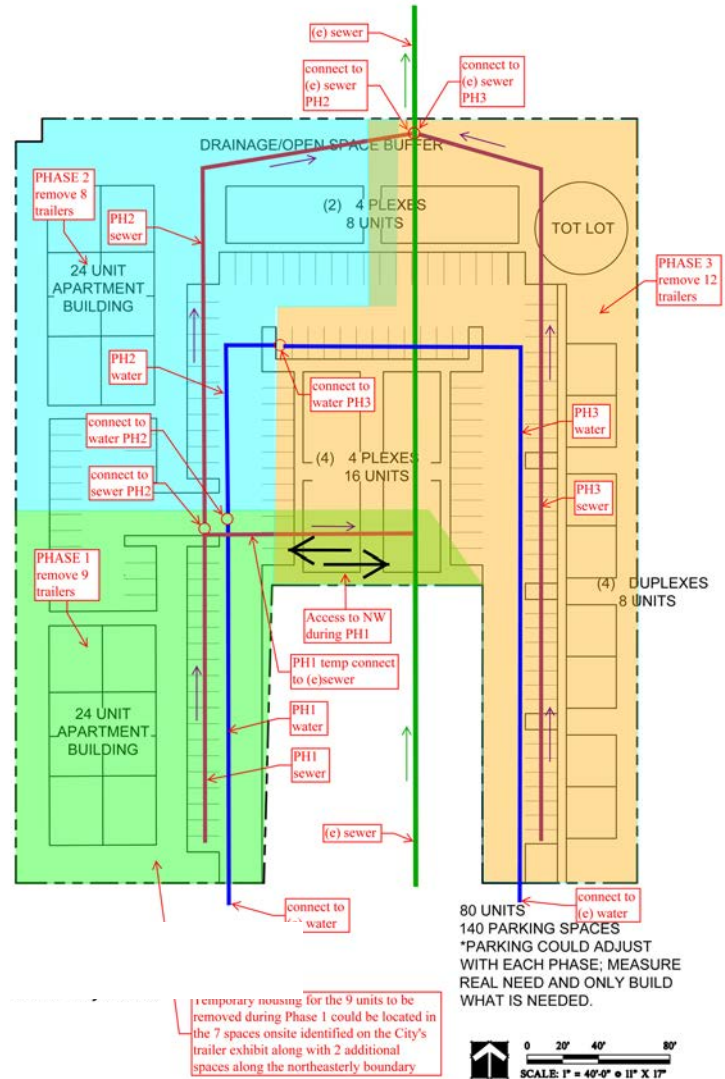
### 3. DIVERSIFY OFFERING



Phase 3

\$/SF Cost \$135

Beds	Qty	SF	Total	Cost	Cost / Unit	Parking
Land				\$1,800,000	\$22,500	
Development Costs				\$2,003,010	\$25,038	
Apt, 1	0	450	0	\$0		0
Apt, 2	0	600	0	\$0		0
Town, 2	10	850	8,500	\$1,147,500	\$162,288	15
Duplex, 3	8	1,200	9,600	\$1,296,000	\$209,538	16
<b>TOTAL</b>	<b>18</b>	<b>18,100</b>	<b>\$3,299,177</b>	<b>\$183,288</b>	<b>31</b>	



Utility Phasing

#### OPTION 1 SUMMARY

\$/SF Cost	\$135					
Beds	Qty	SF	Total	Cost	Cost / Unit	Parking
Cost of Land	2.95 Acres	128,502		\$1,800,000	\$22,500	
Development Costs				\$2,003,010	\$25,038	
Apartments, 1 Bed	32	450	14,400	\$1,944,000	\$108,288	32
Apartments, 2 Bed	24	600	14,400	\$1,944,000	\$128,538	36
Town Houses, 2 Bed	16	850	13,600	\$1,836,000	\$162,288	24
Duplexes, 3 Bed	8	1,200	9,600	\$1,296,000	\$209,538	16
<b>TOTAL</b>	<b>80</b>	<b>52,000</b>	<b>\$10,823,010</b>	<b>\$135,288</b>	<b>108</b>	



# PROJECT APPROACH

## Concept 2

### 1. MINIMIZE DISPLACEMENT

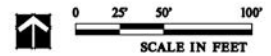
### 2. DIVERSIFY OFFERING



Phase 1



Phase 2



\$/SF Cost \$135

Beds	Qty	SF	Total	Cost	Cost / Unit	Parking
Land				\$2,150,000	\$23,370	
Development Costs				\$2,253,010	\$24,489	
Apt, 1	20	450	9,000	\$1,215,000	\$108,609	20
Apt, 2	12	600	7,200	\$972,000	\$128,859	18
Town, 2	0	850	0	\$0		0
Duplex, 3	0	1,200	0	\$0		0
<b>TOTAL</b>	<b>32</b>	<b>16,200</b>	<b>\$3,718,482</b>	<b>\$116,203</b>	<b>38</b>	

\$/SF Cost \$135

Beds	Qty	SF	Total	Cost	Cost / Unit	Parking
Land				\$2,150,000	\$23,370	
Development Costs				\$2,253,010	\$24,489	
Apt, 1	0	450	0	\$0		0
Apt, 2	0	600	0	\$0		0
Town, 2	4	850	3,400	\$459,000	\$162,609	6
Duplex, 3	8	1,200	9,600	\$1,296,000	\$209,859	16
<b>TOTAL</b>	<b>12</b>	<b>13,000</b>	<b>\$2,329,306</b>	<b>\$194,109</b>	<b>22</b>	

#### PHASE 1:

Existing home on center lot to be demolished and replaced with a multifamily apartment. This will increase the density of other portions of the site while leaving the existing park and its residence largely undisturbed.

The scale of this apartment building is large enough to house all site residents.

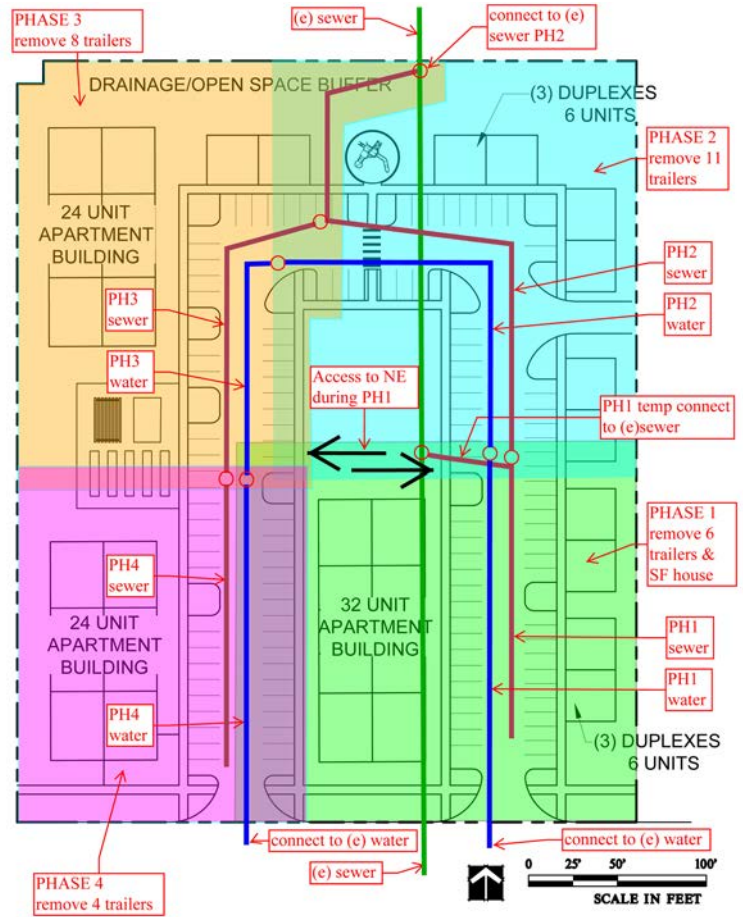
#### PHASE 2:

Since all residents would be relocated into the Phase 1 apartments, all other trailers on site could be removed to allow for ease of site access and economies of scale in replacing utilities. The smaller densities of this phase allow for alternative financing options including self help or smaller broken down phasing as funds become available.

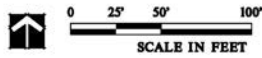
#### PHASE 3:

The large cost of this phase could be funded based on the shown rental rates of the previous phases. This would greatly increase the capacity of the site in a consolidated manner.

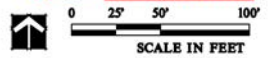
### 3. INCREASE CAPACITY



Phase 3



Utility Phasing



\$/SF Cost \$135

Beds	Qty	SF	Total	Cost	Cost / Unit	Parking
Land				\$2,150,000	\$23,370	
Development Costs				\$2,253,010	\$24,489	
Apt, 1	24	450	10,800	\$1,458,000	\$108,609	24
Apt, 2	24	600	14,400	\$1,944,000	\$128,859	36
Town, 2	0	850	0	\$0		0
Duplex, 3	0	1,200	0	\$0		0
<b>TOTAL</b>	<b>48</b>	<b>25,200</b>	<b>\$5,699,223</b>	<b>\$118,734</b>	<b>60</b>	

### OPTION 2 SUMMARY

\$/SF Cost \$135

Beds	Qty	SF	Total	Cost	Cost / Unit	Parking
Cost of Land	3.37 Acres	146,797		\$2,150,000	\$23,370	
Development Costs				\$2,253,010	\$24,489	
Apartments, 1 Bed	44	450	19,800	\$2,673,000	\$108,609	44
Apartments, 2 Bed	36	600	21,600	\$2,916,000	\$128,859	54
Town Houses, 2 Bed	4	850	3,400	\$459,000	\$162,609	6
Duplexes, 3 Bed	8	1,200	9,600	\$1,296,000	\$209,859	16
<b>TOTAL</b>	<b>92</b>	<b>54,400</b>	<b>\$11,747,010</b>	<b>\$127,685</b>	<b>120</b>	

## PROJECT APPROACH

The redevelopment of Walnut lane provides an opportunity to support a stronger sense of community connection.

Smart design decisions can go a long way to achieve a more vibrant place to live without adding substantial cost. Potential components include providing a small common area with vending/coffee, outdoor picnic and barbecue areas, covered trellis areas, roof top patios, play areas, landscape and furnishings that support use of attractive outdoor patios. The placement of buildings and the application of walkways and furnishings should support progressive urban design principles regarding connectivity to the surrounding neighborhood and strong walking connections to amenities. The most visible portions of the building merit fenestration that adds visual interest and minimizes the scale the structures.







## SCOPE OF WORK & COST - ARCHITECTURE

### Preliminary Project Budget Estimate

\* All costs listed below are intended for estimation purposes only.

	Principal Architect \$175	Project Architect \$110	Designer \$95	Sustainability Expert \$75	Visual Specialist \$75	Total Estimated Fees
<b>PROJECT MANAGEMENT</b>						
Meetings - Kick off	2	2		2		\$720
Meetings - Regular w/ Working Committee	8			2		\$1,550
Meetings - Community Outreach	6	6		6		\$2,160
Meetings - City Council	12			3		\$2,325
Team Coordination	4					\$700
Correspondence	4					\$700
Material Translation (Partner with MVMC)	1					\$175
Scheduling	1					\$175
<b>TOTAL TEAM HOURS</b>	<b>59</b>			<b>TOTAL COST</b>		<b>\$8,505</b>
<b>MASTER PLANNING &amp; SCHEMATIC DESIGN</b>						
MP Schematic Architectural Design (3 Plans) Including: Sustainability Analysis & Design	4	20		4		\$3,200
MP Design Development (Consolidated) Including: Phasing Plans	1	10		2	4	\$1,725
Presentation Documentation For: Community Outreach Meetings City Council Meetings Funding Outreach	4	40	2	6	20	\$7,240
Pro Forma Analysis & Support	4					\$700
<b>TOTAL TEAM HOURS</b>	<b>121</b>			<b>TOTAL COST</b>		<b>\$12,865</b>
<b>REIMBURSEABLE EXPENSES</b>						
Administration						\$500
Postage, Office, etc.						\$150
Plots, Prints, Visuals, etc.						\$1,000
Travel (@ .58\$ / mile)						\$0
<b>TOTAL COST</b>						<b>\$1,650</b>
					<i>Contingency (10%)</i>	\$2,302
<b>HOURS</b>		<b>180</b>		<b>GRAND TOTAL</b>		<b>\$25,322</b>

#### General Notes:

- Consultant services are specifically excluded: geotechnical reports, civil engineering, structural engineering, landscape design, lighting design, mechanical / electrical / plumbing engineering, energy code analysis or third party drawing review whether required or desired.
- Estimated fee is limited to scope items expressly listed.
- Substantial increases in project scope - scope changes to be negotiated prior to continuation of work.
- Items or actions beyond the Architect's control that lead to extra services for design, communications, approvals or delays.

### **BASIC FUNCTIONS:**

Provide key support as Owner's Representative to real estate development operations from project inception, land acquisition, and predevelopment.

### **ESTIMATED DEVELOPMENT CONSULTANT AND STRATEGIST FEE:**

- Time and Materials at the rate of \$150/per hour.
- Estimated time: 70 Hours

### **PROJECT ORIGINATION:**

- Research and support in areas of the development process.
- Zoning Research/Applications for Zoning Changes, Variances, Easements, Special Exceptions.
- Assist with identifying and preparing applications for funding sources as needed.
- Preparing supportive services plans by working directly with supportive service agencies.
- Assist with local approvals, presentations to the community and/or local partners.
- Secure proposals and manage third-party contractors – market study, preliminary architecture, survey, environmental, etc.
- Assist the Principals with all areas of development process.

### **PRE-DEVELOPMENT:**

- Secure third-party proposals for architecture, civil/mechanical engineering, green building consultants, Etc.
- Represent at public hearings.
- Represent to various funding sources (as requested).
- Assist in developing and maintaining client relationships with the community.
- Assist with coordinating project design development including managing meetings with the design team, and other providers.
- Identify and manage lead time items to prioritize development process.
- Manage the logistics associated with closing real estate transactions (if any).
- Develop and manage proforma



# SCOPE OF WORK & COST - CIVIL ENGINEERING

ENGINEERING LLC

## Estimate of Hours by Task

	Principal \$155	Project Manager \$130	Project Engineer I \$110	Civil Designer I \$95	Admin \$70	TOTAL ESTIMATED FEES (Not to Exceed)
<b>Project Management</b>						
Regular meetings with City and team	2	8			4	\$ 1,630
Provide baseline schedule and updates		4			2	\$ 660
Development and phasing strategy	2	4	4	4	2	\$ 1,790
<b>Pre-Development - Planning and Schematic Design</b>						
Develop 3 conceptual master plans	2	6	2	2		\$ 1,500
Develop a phasing plan for the Recommended Master Plan	2	6	6	10		\$ 2,700
Develop schematic design, including plans, elevations, and cross sections		4	4	4		\$ 1,340
Develop cost and development analysis data		4	4	4		\$ 1,340
Develop stormwater management		4	4	4		\$ 1,340
Expenses (3 nights at hotel @ \$150/night, Millage billed at \$0.58/mile)						\$ 1,600
<b>Subtotals</b>	<b>8</b>	<b>40</b>	<b>24</b>	<b>28</b>	<b>8</b>	<b>\$ 13,900</b>

### Budgetary Numbers for Optional Design and Background Components:

Boundary, Topo, and Locates Survey						\$ 5,000
Private Locator / CCTV Sewer (per day)						\$ 2,000
Potholing / Hydrovac Truck (per day)						\$ 3,000

### Notes and Assumptions:

- 1 Line item estimates are only estimates, and final costs may be reallocated between lines.
- 2 Items not listed explicitly herein are excluded from this scope.
- 3 Specific items excluded from this scope: Surveying, geotechnical engineering, structural engineering, electrical design, dry utility design, permitting, lighting design, landscape design, traffic studies, stormwater management plan, water modeling, easement negotiations, offsite design, and application fees.

## SCOPE:

In order to accurately design and phase this project, the locations of the existing utilities should be determined. It is important to understand this in order to preserve operation of existing services for tenants during all phases of the project.

Based upon the City info and our site investigations, we understand sewer and water is provided by the City. An old sewer main is located in about the middle of the site that flows to the north and collects sewer from the trailer parks, including the single-family residence encompassed by the project, and potentially from the trailer park to the west of this project. The location of each sewer service and their collectors that connect to said main is unknown. A few water meters are located along the north side of Walnut lane that serve the project. The location of the water lines and services beyond the meters is unknown. Gas mains and services are located throughout the project as indicated on Dominion Energy's facility map. Electricity is provided by Rocky Mountain Power and the majority of the lines are located overhead with a few underground services too. Communication lines are located throughout the project similar to the electrical facilities.

Stormwater runoff sheet-flows to the northwest corner of the site and no storm drains exist. A storm drain is located offsite to the west, but its elevation would most likely not provide cost-effective drainage relief for the project.

In order to obtain the background site data needed, we suggest a boundary, topographic, and existing conditions survey be performed. We also suggest utility 'locates' be performed and surveyed. Potholing underground utilities or scoping, with a CCTV camera, the sewer lines may also be necessary to determine their locations. We intend to work with Obe regarding the sewer system and Levi for the water system – individuals at the City's utilities department – in addition to Chuck Williams, the City Engineer. We will work with the Fire Department to resolve access and hydrant locations. We have discussed the project with Gary Lawley at the power company and will determine phasing for the electrical system. We have also discussed the project with Callie Whitney at Dominion Energy and will determine phasing the gas system.

Given the background site data, we can accurately analyze the phasing of the project with respect to proposed building locations and existing and proposed utility services. We have analyzed numerous phasing methods. The factors are the size and location of the proposed buildings and which trailers and utilities will be affected. Phasing electrical will be tricky since the existing lines provide power to onsite trailers and neighboring properties surrounding the project. Partnering with Rocky Mountain Power will be essential. Again, the goal is to maintain services to all tenants during the life of the project. Temporary services may be needed in order to accomplish this.

Another important aspect of phasing this project is to maintain emergency access to all residences during all phases of the project. Currently, the two trailer parks are accessed from two separate driveways, without access connecting both sides. Moving or removing trailers will be necessary to maintain access during phasing. However, we understand HUD rules may prohibit habitation of a trailer if it is moved and should only be considered where we think it is feasible. We intend to work closely with the City and residents early in the process to determine the viability of moving any trailers.

Stormwater runoff will be handled via sheet flow and shallow vegetated swales since there are no storm drain systems to easily connect to. Retention, biofiltration, and detention areas will be needed to meet City requirements. While keeping stormwater on the surface will be challenging to design, we believe this will help control construction costs by minimizing piping and off-site improvements.

All phasing options consist of removing or moving existing trailers in order to create enough space to be



TASK & FEE DESCRIPTION					
<b>Walnut Lane Housing Development</b>					DHM
DHM Design Corp					
28-Jan-20					
	PRIN	PM	LA		SUB TOTAL
	165	125	90		
<b>Pre-Development - Planning and Schematic Design</b>					
Kick-off Meeting Design Team/City/Project rep, Site visit, code review	8	8			\$2,320.00
Prepare sketch site plan layouts, coordinate with design team to select preferred layout	1	8	16		\$2,605.00
Provide input on phasing plans	1	2			\$415.00
Public Meeting in Moab	12	4			\$2,480.00
Draft Schematic Design Site Layout and Landscape Plan and Details	1	4	16		\$2,105.00
Preliminary Cost Estimate		2	8		\$970.00
Review Plans and Cost Estimate with Client and Design Team		2			\$250.00
Final Schematic Design Landscape Plan and Details	1	2	8		\$1,135.00
	24	32	48	subtotal	<b>\$12,280.00</b>
Reimbursable expenses (printing, deliveries, mileage)					<b>\$1,000.00</b>
<b>Subtotal for Landscape Architectural Design Services</b>					<b>\$13,280.00</b>
<b>Assumptions-</b>					
Structural engineering for site elements such as flagpoles, retaining walls, etc is not included.					
Does not include electrical/lighting design.					
Plans will be provided to Architect in digital pdf version for submittals.					
Assumes construction documents would be scoped after a schematic design is approved.					
Assumes (2) trips to Moab during this phase of the project.					

The scope of work is to provide consulting for the Architectural, Civil Engineering, and Landscape Architecture during the master planning phase in relation to electrical site infrastructure and building layout. The fees below are to be billed hourly as needed with estimates provided.

	Scope	Rate	Hours	Estimated Fee
<b>Structural</b>	Review soils report and building layout for foundation options	\$185	3	\$555
	Provide options for alternative/efficient building construction	\$185	3	\$555
<b>MEP</b>	Review transformer and site electrical layout	\$185	3	\$555
	Review building orientation and layout relating to building efficiency	\$185	3	\$555
<b>Total</b>				<b>\$2,220</b>

Notes:

1. Detailed energy modeling or building engineering is excluded from these estimates.
2. Line items are only estimates and hours may be re-allocated between line items.
3. Additional scope items can be added if requested for additional fees.

BASIC SERVICES COMPENSATION

Basic Services Lighting Design Fees shall be Hourly with estimates shown (HR):

Architectural Lighting Design - Walnut Lane Apartments	Site Planning Phase / Scope							Total Hours	Amount	
	Personnel									
Tasks	PR	CD	PC	Comments						
<b>Site Planning</b> <b>2 months</b> Kick Off Meeting with Team - Go To Meeting Design Coordination - Set-Up for GoToMtg (2 @ .25 hrs) Coordination Meeting - Go To Meeting Lighting Design Schematic Layout PM (Email/Phone Correspondence, Contracts, Billing) Plotting & Shipping Travel Expenses	2.00		0.00					2.0	\$ 300	
	0.00		0.50					0.5	\$ 38	
	1.00		1.00					2.0	\$ 225	
	1.00		2.00					3.0	\$ 300	
	2.00		0.00					2.0	\$ 300	
	25.00									
	0.00			0	Same Day					SD total \$ 1,150
				0	2 Day					Hourly
				0	3 Day					SD Est Exp Total 25.00
<b>SUBTOTAL (Hrs)</b>	6.00	0.00	3.50	0	0	0	0	9.5		<b>Total FX Fee \$ -</b>
										<b>Total Estimated HR Fee \$1,150</b>
										<b>Total Fee Total \$1,150</b>
										<b>Estimated Expenses \$25</b>
<b>Hourly Rates</b>	150	95	75							<b>Total Project Fee/Exp \$1,175</b>

# DESIGN SCHEDULE

\* All dates listed below are intended for estimation purposes only.

Preliminary Design Schedule	FEB				MAR				APR				MAY				JUN				JUL			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<b>PRELIMINARY INVESTIGATIONS</b>																								
<b>KICK OFF MEETING</b>	<b>13-Feb</b>				*																			
<p><u>Deliverables:</u> All team members will be ready to listen and share thoughts on the project.</p> <p><u>Team Involvement:</u> - All key team members to attend.</p>																								
<b>PROGRESS MEETING</b>	<b>27-Feb</b>				*																			
<p><u>Deliverables:</u> 3 Schematic Site Designs - varying to promote conversation and brainstorming. Each design to include a base proforma.</p> <p><u>Team Involvement:</u> Plans to be coordinated between Architecture, Landscape &amp; Civil based on preliminary input from the City of Moab. Input from Sustainability Expert, Development Strategist &amp; SMEP Engineers to be incorporated.</p> <p><i>NOTE: Availability of a detailed DWG survey at the time of the kickoff meeting will be critical to meeting this deadline date.</i></p>																								
<b>PROGRESS MEETING</b>	<b>25-Mar</b>					*																		
<p><u>Deliverables:</u> Consolidated Schematic Site Design coordinated between Architecture, Landscape Design, Civil Engineering &amp; input from the City of Moab. To include a developed base proforma.</p> <p><u>Team Involvement:</u> Architect, Civil, Development Strategist &amp; Sustainability Expert to be key players in this meeting to refine the selected trajectory based on input on 3 schemes from the City of Moab. Input from Landscape &amp; SMEP Engineers as needed.</p>																								

## COMMUNITY OUTREACH

<b>PUBLIC SCHEMATIC PRESENTATION</b>	<b>1-Apr</b>						*																
<p><u>Deliverables:</u> Large scale printed presentation Schematic Site Design as agreed upon with City of Moab. Digital presentation showing the process, considerations &amp; key design elements. Format agreed upon with the City of Moab for questions and input. Community outreach materials to be distributed at meeting (both in English and Spanish).</p> <p><u>Team Involvement:</u> All key players in this meeting to be available for questions from the public. Input from MEP Engineers virtually as needed.</p> <p><i>NOTE: This phase of public outreach is intentionally limited. Individual key members of our team have participated in community studies and public meetings and serve on local housing boards and are members of Grand County volunteer associations. We have a strong pulse on housing needs in our town.</i></p>																							

## ENTITLEMENTS

<b>APPLICATION SUBMITTAL</b>	<b>Mid April</b>						*																
<p><u>Deliverables:</u> Submit materials to the City Planning Department in accordance with the PAD Ordinance.</p> <p><u>Team Involvement:</u> - All team members to be available to make adjustments to the submitted documents as needed based on review.</p>																							
<b>PLANNING COMMISSION WORKSHOP</b>	<b>12-May</b>							*															
<p><u>Deliverables:</u> Digital presentation of the PAD application materials.</p> <p><u>Team Involvement:</u> Architect, Civil &amp; Development Strategist to be key players in this meeting to refine the selected trajectory based on input from the Planning Commission. Input from Sustainability Expert, Landscape &amp; SMEP Engineers as need.</p>																							
<b>PLANNING COMMISSION PUBLIC HEARING</b>	<b>26-May</b>								*														
<p><u>Deliverables:</u> Large scale printed presentation Schematic Site Design as agreed upon with City of Moab. Digital presentation showing the process, considerations &amp; key design elements. Format agreed upon with the City of Moab for questions and input. Community outreach materials to be distributed at meeting (both in English and Spanish).</p> <p><u>Team Involvement:</u> Architect, Civil, Development Strategist &amp; Sustainability Expert to be key players in this meeting to answer questions from the public. Input from Landscape &amp; SMEP Engineers as need.</p>																							
<b>PLANNING COMMISSION VOTE</b>	<b>9-Jun</b>									*													
<p><u>Deliverables:</u> Adjusted site plan based on input from the council and public hearing as needed.</p> <p><u>Team Involvement:</u> Architect, Civil, Development Strategist &amp; Sustainability Expert to be key players in this meeting to answer questions from the council. Input from Landscape &amp; SMEP Engineers as need.</p>																							

# TEAM COST PROPOSAL

SCOPE	COMPANY	HOURS	COST
Architecture	A^2	180	\$25,322
Development	Shik Han	70	\$10,500
Civil Engineering	SET	108	\$13,900
Structural & MEP Engineering	REG	12	\$2,220
Landscape Design	DHM	104	\$13,280
Lighting Design	Luminosity	9.5	\$1,175
<b>GRAND TOTAL</b>		<b>483.5</b>	<b>\$66,397</b>

### Eligibility

The Applicant certifies that the Firm and the members of the Firm are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in this Project.

### Conflict of Interest

The Firm believes that it has no current conflicts of interest (as reasonably possible while working professionally in a small town) and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

### Professional Services Agreement

The firm agrees to accept the City's standard Agreement for Services as included in the original RFP, as is.

## PROJECT SCHEDULE

\* All dates listed below are intended for estimation purposes only.

Estimated Project Schedule	2020				2021				2022				2023				2024				2025					
	W	S	S	F	W	S	S	F	W	S	S	F	W	S	S	F	W	S	S	F	W	S	S	F		
<b>ENTITLEMENTS &amp; DESIGN</b>																										
Master Planning	■																									
Site Plan		■																								
Building Permit			■																							
<b>CONSTRUCTION**</b>																										
Phase 1 - "Minimize Tenant Displacement" 15 Months			■																							
Phase 2 - "Increase Capacity" 15 Months					■																					
Phase 3 - "Diversify Offerings" 24 Months													■													
Project Completion																								■		

\*\*Estimated construction lengths provided by Henderson Builders, LLC

## PUBLIC OUTREACH

Our team has the experience to successfully involve the public with a history of facilitation in towns ranging from large to small across the West.

We work with the municipality, community and stakeholders to develop creative strategies to reach and understand and incorporate their wishes for each project.

This first study is aimed at gaining a full understanding of the projects' feasibility before triggering comprehensive public input. We want to give them assurance that we understand the complete scope, proforma, finance package and building to prepare for a next step of public involvement.



### **Meaningful public involvement requires:**

- Proactive and timely public notice
- Readily accessible information about plan assumptions and findings
- Creative public engagement solutions
- A consistent message of listening
- Wide variety of opportunities for comment
- An attitude of responsiveness on the part of the design team

### **Innovative Strategies**

People are busy. Engagement activities are more effective if they are done where the community members themselves reside. We use local community centers, active summer/winter events, or other town-focused forums to get the word out about the project and ways to be involved. The goal is to foster a dialogue in the community and stakeholders in a format that is informal, fun and engaging. These kinds of innovative outreach efforts are much more likely to reach underserved community members and get a broad spectrum of ideas onto the drawing board.

Bringing the conversation to the user - where they commute, where they work or play, where community members will see one another and be inclined to stop to see what's happening, can be an effective tactic to corral input for a project. Public chalkboards located at key spots in the community, posted with questions intended to spark dialogue, are one way we have done this. Intercept surveys, like the one shown here, can also gather meaningful input from a broader array of residents outside of the traditional workshop process. We set up shop right along people's path, like along this trail. We can work with you to design questionnaires to solicit feedback and target key locations for survey boxes, QR codes, or staffed booths as the budget allows

### **Popular Community Events**

We have to think beyond open houses. Eventbased participation encourages attendance from all walks of life, especially from families. We can work with you to design events that gather perspectives while also presenting enjoyable activities with entertainment and food.

Pop up outreach activities reach out to the community in non-conventional ways and establish a strong connection between the "everyday" and the project. Depending on the project, venue and expected participation, cost and time will vary, but preparations can be much less involved than for a traditional workshop. There is typically project staff on hand to chat with people, project materials, fun activities for visitors to do, refreshments, and other inexpensive ways to slow people down and draw them in. These outreach methods help foster a dialogue in the community and engage stakeholders in a format that encourages them to think about their environment and the community plan.

### **Bring the Discussion Online**

Project Websites can be specifically designed to engage the public, post the latest information, updates to the project and distribute a calendar of events. They create possibilities to receive input from the community beyond public meetings and allows for discussions to take place in a secure and controlled environment. We can easily integrate surveys online to capture feedback beyond the public meeting forums.

Social media is another powerful channel for soliciting feedback, where we are able to build "events" and promote them to specific demographics and geographic locations. We are also able to work with City staff to use an existing web page to host project information, updates, surveys and other web-based engagement tools. We review public comments, analyze and look for trends to develop a list of key issues and organize the feedback into workable solutions. Results are publicized so the community knows what we heard and that we are listening.



Activities to Make Personal Connections



Attending Local Neighborhood Events



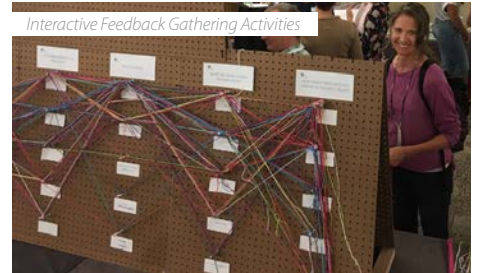
Celebrity Mascot Appearances



Informational Kiosks at Commuter Stops



Temporary Activation of Space



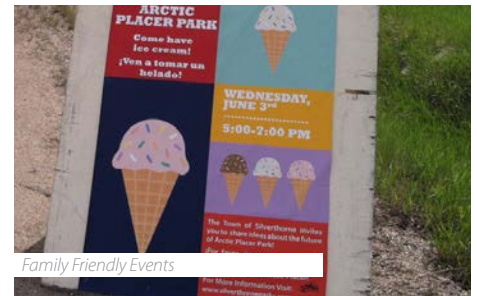
Interactive Feedback Gathering Activities



Bike Trail Pop Up Booths



One on One Interaction



Family Friendly Events



Chalkboard Visioning Displays



School/PTA Event Participation



Latino Outreach Event



Mobile Display Booths



DHM DESIGN



ENGINEERING LLC

LUMINOSITY  
architectural lighting design

ARCHITECTURAL<sup>2</sup>

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

# DRAFT AIA® Document B101™ – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the « » day of « \_\_\_\_\_ » in the year « 2020 »  
(*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address and other information*)

« City of Moab »« »  
« 217 East Center Street »  
« Moab, Utah 84532 »  
« »

and the Architect:  
(*Name, legal status, address and other information*)

« Architectural Squared, »« PLLC »  
« 301 S 400 E # 209, PO Box 1153 »  
« Moab, Utah 84532 »  
« »

for the following Project:  
(*Name, location and detailed description*)

«Walnut Lane Apartments»  
«193 Walnut Lane, Moab, Utah 84532 »  
«Redevelopment of the existing Trailer Park property into an approximately eighty (80)-unit, affordable, sustainable, mixed-income development to be known as the Walnut Lane Apartments.»

The Owner and Architect agree as follows.

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User Notes:

(946961010)



## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« Reference Appx. A - Scope of Work & Cost from RFP Response, Updated »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« General Project Information

In October 2018, the City purchased a 38-unit mobile home (or "trailer") park located at 193 Walnut Lane in Moab, UT 84532. The City intends to redevelop the Trailer Park property into an 80-unit, affordable, sustainable, mixed-income development to be known as the Walnut Lane Apartments.

The site includes two parcels and is approximately 2.91 acres. In December 2019, the parcels were rezoned to correct a split zone, and the property is now completely located in the R-4 Manufactured Housing Residential Zone.

It is the City's intention to redevelop the Trailer Park property using the City's Planned Affordable Development ("PAD") overlay, which grants higher density and other development incentives in exchange for deed restricted affordable units. PAD affordable units are subject to deed restrictions that preserve affordability for at least fifty (50) years and must make up at least seventy percent (70%) of the total units in the development. Thus, to comply with the requirements of the PAD, the Walnut Lane Apartments must include at least fifty-six (56) deed-restricted affordable units, and the remaining units may be available to households at market rate rents.

To be a person eligible for a PAD unit, the person(s) must satisfy the following criteria:

- The persons comprising the household must have a combined household income that does not exceed one hundred percent (100%) of the Grand County, Utah Area Median Income (AMI), as published by HUD from time to time;
- At least one person in the household must be either: (a) employed full time in Grand County; (b) disabled; (c) a retired person over sixty years of age who was a full-time employee of an entity located within Grand County for at least five continuous years immediately preceding his or her retirement; or (d) a parent residing with one or more minor children; and
- All persons occupying PAD affordable housing units must utilize the housing as their sole place of residence.

For more information about the Planned Affordable Development, consult Moab Municipal Code Section 17.68.

The suggested unit mix for the Walnut Lane Apartments shall be negotiated throughout the contract period.

#### *Target Population*

One of the City's primary goals during the redevelopment of Walnut Lane is to provide adequate housing for the current residents of the Walnut Lane Trailer Park. To the best of its ability, the City shall not displace any of the current residents during any phase of this Project, and the households in good standing will be granted priority for the new units produced from redevelopment. Current residents range from extremely low- to low-income, work in service or other low-wage jobs, and most are Hispanic and/or Native American.

#### *Site and Neighborhood*

The site consists of two parcels numbered 01-0001-0106 and 01-0001-0229, located at 193 Walnut Lane, Moab, UT 84532.

The property is adjacent to the Moab Regional Hospital campus and a mix of single-family and multifamily residential developments. It is proximate to downtown Moab, which offers a variety of commercial services and amenities for residents and tourists, and community amenities such as the Moab Valley Multicultural Center, Swanny Park, and the Moab Recreation and Aquatic Center. Many current residents rely on active transportation methods to travel to work and to access these and other community amenities.

#### *Physical Description*

The property currently includes thirty (30) mobile homes constructed prior to 1976 (or "trailers"); in July 2019, two trailers were damaged from fire and were removed from the site, and the City removed an additional six trailers in January 2020.

Each site includes hookups for water, sewer, gas, and electricity. These utility connections are substandard, and the City assumes that all utilities will need to be replaced and/or substantially upgraded from the street. Several trees exist on site, but there is no other public landscaping or green infrastructure included. The City has removed the majority of the trees located at 250 Walnut Lane but the majority of the trees at 280 Walnut Lane still need to be assessed and removed. Each parcel is accessed by a compacted, unpaved driveway, and the trailers sit on dirt and/or gravel pads. »

### § 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

« Reference Appx. A - Scope of Work & Cost from RFP Response, Updated »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

« Reference Appx. B – Design Schedule from RFP Response, Updated »

- .2 Construction commencement date:

« TBD »

- .3 Substantial Completion date or dates:

« n/a »

- .4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

« TBD »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

« All design to be aimed at improving the quality and energy efficiency of this Project. This may include passive design, energy efficient appliances, smart siting, materials and resource conservation, water management, healthy living environment goals, and energy efficiency or net-zero targets. It may also include following set standards, including the IECC 2018 requirements, International Living Future Institute (ILFI)'s Zero Energy Certification and/or Living Building Challenge (LBC), Energy Star Homes, Enterprise Green Communities, Leadership in Energy and Environmental Design (LEED), Home Energy Rating System (HERS) Score of 50 or below, or similar. All sustainability goals to be finalized and clearly outlined during master planning phase. Final goals to be incorporated in the contract for construction drawings. »

§ 1.1.6.1 AIA Document E204™–2017, Sustainable Projects Exhibit, is incorporated into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

« Kaitlin Myers »

« Senior Projects Manager, City of Moab »

« P) 435.259.5129 »

« E) [kmyers@moabcity.org](mailto:kmyers@moabcity.org) »  
« »  
« »

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

« Joel Linares »  
« City Manager, City of Moab »  
« P) 435.259.5121 »  
« E) [jlinares@moabcity.org](mailto:jlinares@moabcity.org) »  
« »  
« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

« TBD »« »  
« »  
« »  
« »  
« »

.2 Surveyor:

« TBD »« »  
« »  
« »  
« »  
« »

.2 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address, and other contact information.)*

« Courtney Kizer »  
« Principal Architect »  
« P) 512.656.1745 »  
« E) [courtneykizer@gmail.com](mailto:courtneykizer@gmail.com) »  
« »  
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer:

« SET Engineering »« LLC »  
« 1309 E 3<sup>rd</sup> Ave #206 »  
« Durango, CO 81301 »  
« Contact – James Green »  
« P) [970.844.0306](tel:970.844.0306) E) jamesg@setengineering.com »

.2 Development Strategist:

« Shik Han Consulting »« LLC »  
« 301 S 400 E #208 »  
« Moab, UT 84532 »  
« Contact – Shik Han »  
« P) 435.200.3330 E) shan@shikhan.com »

.3 Structural, Mechanical, Electrical & Plumbing Engineer:

« Resource Engineering Group »« »  
« 502 Whiterock Ave »  
« Crested Butte, CO 81224 »  
« Contact – Dodson Harper »  
« P) 970.349.1216 E) dodson@reginc.com »

.4 Landscape Architect:

« DHM Design »« »  
« 1309 E. 3<sup>rd</sup> Ave #23 »  
« Durango, CO 81301 »  
« Contact – Ann Christensen »  
« P) 970.385.4219 E) achristensen@dhmdesign.com »

.5 Lighting Designer:

« Luminosity Architectural Lighting Design »« »  
« 618 Mountain Village Blvd #203a »  
« Mountain Village, CO 81435 »  
« Contact – Craig Spring »  
« P) 970.729.8892 E) craig@luminocityald.com »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« Original RFP Response dated 2020 01 30 »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « One Million USD » (\$ « 1,000,000 » ) for each occurrence and « Two Million USD » (\$ « 2,000,000 » ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « n/a » (\$ « n/a » ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « One Million USD » (\$ « 1,000,000 » ) each accident, « One Million USD » (\$ « 1,000,000 » ) each employee, and « One Million USD » (\$ « 1,000,000 » ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « Five Hundred Thousand USD » (\$ « 500,000 » ) per claim and « One Million USD » (\$ « 1,000,000 » ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility
-----------------------	----------------



	<i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	A <sup>2</sup>
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect & All Consultants
§ 4.1.1.6 Building Information Model management responsibilities	A <sup>2</sup>
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	SET Engineering
§ 4.1.1.9 Landscape design	DHM Design
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	Shik Han Consulting
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect & All Consultants
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	REG Engineering & Luminosity
§ 4.1.1.30 Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 If the services covered by this Agreement have not been completed within « Twelve » ( « 12 » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost reflected in Appx. A - Scope of Work & Cost from RFP Response, Updated and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Informal Settlement Discussion

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to informal settlement discussion as a condition precedent to the binding dispute resolution elected in Section 8.2.4 below. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by informal settlement discussion. A request for informal settlement discussion shall be made in writing, delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, the informal settlement discussion shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The informal settlement discussion shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in the informal settlement discussion shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through informal settlement discussion pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« Parties agree that any such licensing fee would be subject to a mutually agreed upon amount upon termination of this contract. »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, including that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

« Reference Appx. A - Scope of Work & Cost from RFP Response, Updated »

- .2 Percentage Basis



(Insert percentage value)

« » ( « » ) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

**.3 Other**  
(Describe the method of compensation)

« »

**§ 11.2** For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

« »

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent ( « »%), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (	« »	)	%
Design Development Phase	« »	percent (	« »	)	%
Construction Documents Phase	« »	percent (	« »	)	%
Procurement Phase	« »	percent (	« »	)	%
Construction Phase	« »	percent (	« »	)	%
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>)</b>	<b>%</b>

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Reference Appx. A - Scope of Work & Cost from RFP Response, Updated »

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent ( « » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « n/a » (\$ « » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « » ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

## § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « Forty Five » ( « 45 » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

« 1 » % « on a monthly basis »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

« »1. The Architect shall keep itself informed concerning, and shall render all services provided in accordance with, all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

2. Time is of the essence in the performance of this Agreement.

3. The time period(s) specified for performance of the services pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Architect, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City. The Architect shall within ten (10) days of the commencement of such delay notify the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when, and if, in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Architect be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Architect's sole remedy is an extension of the Agreement pursuant to this Section.

4. To the full extent permitted by law, the Architect agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from any and all actions whether judicial, administrative, regulatory or arbitrated ("Actions") and any and all claims or damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the services, operations or activities provided in this Agreement of Architect, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Architect is legally liable ("Indemnors"), or arising from the Architect's negligent, reckless or willful misconduct, or arising from the Architect's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Claims"). The Architect will defend any Action filed in connection with any such Claims and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection with any Claims. The Architect will promptly pay any judgment rendered against the City, its officers, agents or employees for any such Claims arising out of or in connection with the performance of or failure to perform services, operations or activities of the Architect and the Architect agrees to save and hold the City, its officers, agents, and employees harmless. In the event the City, its officers, agents or employees is made a party to any Action filed or prosecuted against the

Architect for such Claims arising out of or in connection with the performance of or failure to perform the services, operation or activities of the Architect, the Architect agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees. Failure of the City to monitor compliance with these provisions shall not be a waiver of this requirement. The provisions of this Section do not apply to claims or liabilities occurring as a result of the City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from the City's negligence, except that design professionals' indemnity shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Architect and shall survive termination of this Agreement.

5. If either Party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

6. The City is committed to providing equal employment opportunity for all persons without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law. The Architect covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against any person or group of persons on account of race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law in the performance of this Agreement. Architect shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law.

7. This Agreement including the attachments is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties concerning this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Architect and by the City Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8. Nothing in this Agreement shall be deemed to abrogate or waive any immunity possessed by the City, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-6-101, et seq., or other applicable law.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

« Excluded. »

**.3 Exhibits:**

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[  ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

*(Insert the date of the E204-2017 incorporated into this agreement.)*

[  ] Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

« Original RFP Response dated 2020 01 30 »

« Appx. A - Scope of Work & Cost from RFP Response, Updated »

« Appx. B – Design Schedule from RFP Response, Updated »

**.4 Other documents:**

*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

« Joel Linares » « City Manager, City of Moab »

*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

« Courtney Kizer » « Principal Architect, A^2 »

*(Printed name, title, and license number, if required)*

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

# DRAFT AIA® Document E204™ – 2017

## *Sustainable Projects Exhibit*

This Sustainable Projects Exhibit (“Exhibit”) dated the « » day of « » in the year « 2020 » is incorporated by this reference into the Standard Form of Agreement Between Owner (City of Moab) and Architect (Architectural Squared, PLLC) (the Parties) dated \_\_\_\_\_ (the “Owner-Architect Agreement”) for the following Project:  
*(Name and location or address of the Project)*

« Walnut Lane Apartments »  
« 193 Walnut Lane, Moab, Utah 84532 »

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 ARCHITECT
- 3 OWNER
- 4 CLAIMS AND DISPUTES
- 5 MISCELLANEOUS PROVISIONS
- 6 SPECIAL TERMS AND CONDITIONS

### ARTICLE 1 GENERAL PROVISIONS

**§ 1.1 Purpose** This Exhibit provides for the establishment of the services of the Architect and the contractors listed on Appendix A to the Owner-Architect Agreement (the “Design Team”), and requirements and services of the Owner, where the Project includes achievement of a Sustainable Objective.

#### **§ 1.2 Definitions**

##### **§ 1.2.1 Sustainable Objective**

The Sustainable Objective is the Owner’s goal of incorporating Sustainable Measures into the design, construction, maintenance and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

##### **§ 1.2.2 Sustainable Measure**

A Sustainable Measure is a specific design or construction element, or post occupancy use, operation, maintenance or monitoring requirement that must be completed in order to achieve the Sustainable Objective. The Owner, Architect and Contractor shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

### § 1.2.3 Sustainability Plan

The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's, Architect's and Contractor's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project.

### § 1.2.4 Sustainability Certification

The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED<sup>®</sup>, Green Globes<sup>™</sup>, Energy Star or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

(Note that at the time of execution of the Owner-Architect Agreement, no third party Sustainability Certification is being requested or required as part of this Project.)

### § 1.2.5 Sustainability Documentation

The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect or Contractor is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect and Contractor in the Sustainability Plan and may include documentation required by the Certifying Authority.

### § 1.2.6 Certifying Authority

The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

### § 1.2.7 All Other Definitions

All other terms with initial capitalization in this Exhibit will have the definition as indicated in the Owner-Architect Agreement.

### § 1.3 Incentive Programs

Any incentive programs related to the Sustainable Objective the Owner intends to pursue, any deadlines for receiving the incentives, and any requirements related to the incentive programs that are applicable to the Architect or the performance of the Architect's services will be determined at a later date during a Sustainability Workshop as provided in Section 2.3 below

### § 1.4 Incorporation of Exhibit

The Parties agree to incorporate this Exhibit into the agreements with the Design Team or other project participants performing services or Work in any way associated with the Sustainable Objective.

## ARTICLE 2 ARCHITECT

### § 2.1 Scope of Architect's Sustainability Services

The Architect shall provide the Sustainability Services described in this Article 2. The Architect's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Architect Agreement.

### § 2.2 Sustainability Certification Agreements

If the anticipated Sustainable Objective set forth in the Initial Information includes a Sustainability Certification, the Architect shall provide the Owner with copies of all agreements required by the Certifying Authority to register the Project and pursue the Sustainability Certification. The Owner and Architect will review and confirm that the terms of those agreements are acceptable to the Owner before moving forward with the Sustainability Services under this

Article 2. The Owner agrees to execute all documents required by the Certifying Authority to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner, for the limited purpose of pursuing the Sustainability Certification. (Note that at the time of execution of the Owner-Architect Agreement, no third party Sustainability Certification is being requested or required as part of this Project.)

### **§ 2.3 Sustainability Workshop**

As soon as practicable, but not later than the conclusion of the Schematic Design Phase Services as indicated in Section 2.5 below, the Architect shall conduct a Sustainability Workshop with the Owner, the Owner's consultants, and the Architect's consultants, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule, the Owner's program, and the Owner's budget for the Cost of the Work.

### **§ 2.4 Sustainability Plan Services**

**§ 2.4.1** Following the Sustainability Workshop, the Architect shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

**§ 2.4.2** As part of the Architect's submission of the Schematic Design Documents in accordance with the Owner-Architect Agreement, the Architect shall submit the Sustainability Plan prepared in accordance with Section 2.4.1, to the Owner, and request the Owner's approval.

**§ 2.4.3** As part of the Architect's submission of the Design Development Documents and Construction Documents in accordance with the Owner-Architect Agreement, the Architect shall advise the Owner of any adjustments to the Sustainability Plan, and request the Owner's approval.

**§ 2.4.4** The Architect shall perform those Sustainable Measures identified as the responsibility of the Architect in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

**§ 2.4.5** Subject to Section 2.9.2, the Architect shall make adjustments to the Sustainability Plan as the design and construction of the Project progresses.

### **§ 2.5 Design Phases**

**§ 2.5.1** The Architect shall prepare Schematic Design Documents that incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

**§ 2.5.2** As part of the Sustainable Measures, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

### **§ 2.6 Project Registration and Submissions of Sustainability Documentation to the Certifying Authority**

**§ 2.6.1** If the Sustainable Objective includes a Sustainability Certification, the Architect, as agent for the Owner, shall perform the services set forth in this Section 2.7. (Note that at the time of execution of the Owner-Architect Agreement, no third party Sustainability Certification is being requested or required as part of this Project.)



§ 2.6.2 The Architect shall register the Project with the Certifying Authority. Registration fees and any other fees charged by the Certifying Authority, and paid by the Architect, shall be a reimbursable expense and shall be credited against any initial payment received pursuant to the Owner-Architect Agreement.

§ 2.6.3 The Architect shall collect the Sustainability Documentation from the Owner and Contractor; organize and manage the Sustainability Documentation; and, subject to Section 2.9.2, submit the Sustainability Documentation to the Certifying Authority as required for the Sustainability Certification process.

§ 2.6.4 Subject to Section 2.9.2, the Architect shall prepare and submit the application for certification of the Project to the Certifying Authority, including any required supporting documentation, in accordance with the Sustainability Plan.

§ 2.6.5 Subject to Section 2.9.2, and provided the Architect receives timely notice from the Owner or Certifying Authority, the Architect shall prepare and file necessary documentation with the Certifying Authority to appeal a ruling or other interpretation denying a requirement, prerequisite, credit or point necessary to achieve the Sustainability Certification.

§ 2.6.6 Subject to Section 2.9.2, the Architect shall prepare responses to comments or questions received from the Certifying Authority, and submit additional required documentation.

§ 2.6.7 Any certification, declaration or affirmation the Architect makes to the Certifying Authority shall not constitute a warranty or guarantee to the Owner or to the Owner's contractors or consultants.

## § 2.7 Copyrights and Licenses

§ 2.7.1 Solely for the purpose of obtaining or maintaining the Sustainability Certification, the Architect grants to the Owner a nonexclusive license to submit the Architect's Instruments of Service, directly or through third parties, to the Certifying Authority to comply with the requirements imposed by the Certifying Authority, and further grants the Owner a nonexclusive license to allow the Certifying Authority to publish the Instruments of Service in accordance with the policies and agreements required by the Certifying Authority. The licenses granted in this Section are valid only if the Owner substantially performs its obligations under the Owner-Architect Agreement, including prompt payment of all sums when due.

§ 2.7.2 Submission or distribution of Instruments of Service to meet requirements of a Certifying Authority in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants under the Owner-Architect Agreement.

## § 2.8 Additional Services

§ 2.8.1 Upon recognizing the need to perform the following Additional Services, in addition to those listed in the Owner-Architect Agreement, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Changing or editing previously prepared Instruments of Service, including the Sustainability Plan, necessitated by the Certifying Authority's changes in the requirements necessary to achieve the Sustainability Certification; or
- .2 Assistance to the Owner or Contractor with preparation of Sustainability Documentation, for which the Owner or Contractor is responsible pursuant to the Sustainability Plan.

§ 2.8.2 The Architect shall provide services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « x » adjustments to the Sustainability Plan
- .2 « x » meetings during the Design and Construction Phases required to define, develop and incorporate the Sustainable Measures into the Contract Documents

- .3 « » ( « n/a » ) submittals to the Certifying Authority
- .4 « » ( « n/a » ) responses to the Certifying Authority's comments and questions
- .5 « » ( « n/a » ) appeals to the Certifying Authority pursuant to Section 2.7.5
- .6 « » ( « x » ) meetings with the Owner and Contractor, pursuant to Section 2.6.1, to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures due to deviations from the Contract Documents or defects or deficiencies in the Contractor's Work.

**ARTICLE 3 OWNER**

§ 3.1 Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants performs the contractor's or consultant's services in accordance with the Sustainability Plan.

§ 3.2 The Owner shall provide to the Contractor and Architect any information requested by the Contractor or Architect that is relevant and necessary for achievement of the Sustainable Objective, including: design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

§ 3.3 The Owner shall comply with the requirements of the Certifying Authority as they relate to the ownership, operation and maintenance of the Project both during construction and after completion of the Project.

§ 3.4 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the Certifying Authority, or taking any other actions determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded Sustainability Certification.

§ 3.5 The Owner shall provide the services of a commissioning agent who shall be responsible for commissioning of the Project, or the Owner may engage the Architect to provide commissioning services as an Additional Service.

**ARTICLE 4 CLAIMS AND DISPUTES**

The Owner, Contractor and Architect waive claims against each other for consequential damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

§ 5.1 The Owner, Contractor and Architect acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Contractor's and Architect's control, such as the Owner's use and operation of the Project; the work or services provided by the Owner's other contractors or consultants; or interpretation of credit requirements by a Certifying Authority. Accordingly, neither the Architect nor the Contractor warrant or guarantee that the Project will achieve the Sustainable Objective.

§ 5.2. This Exhibit shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor or (3) between the Owner and the Architect's consultants.

**ARTICLE 6 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Sustainable Project Exhibit, if any, are as follows:

« »

**APPENDIX A: Scope of Work & Cost from RFP Response, Updated**

TEAM SCOPE OF WORK & COST SUMMARY:

SCOPE	COMPANY	HOURS	COST
Architecture	A^2	180	\$25,322
Development	Shik Han	70	\$10,500
Civil Engineering	SET	108	\$13,900
Structural & MEP Engineering	REG	12	\$2,220
Landscape Design	DHM	104	\$13,280
Lighting Design	Luminosity	9.5	\$1,175
<b>GRAND TOTAL</b>		<b>483.5</b>	<b>\$66,397</b>



SCOPE OF WORK & COST - ARCHITECTURE

**Preliminary Project Budget Estimate**

\*All costs listed below are intended for estimation purposes only.

	Principal Architect	Project Architect	Designer	Sustainability Expert	Visual Specialist	Total Estimated Fees
RATE	\$175	\$110	\$95	\$75	\$75	
<b>PROJECT MANAGEMENT</b>						
Meetings - Kick off	2	2		2		\$720
Meetings - Regular w/ Working Committee	8			2		\$1,550
Meetings - Community Outreach	6	6		6		\$2,160
Meetings - City Council	12			3		\$2,325
Team Coordination	4					\$700
Correspondence	4					\$700
Material Translation (Partner with MVMC)	1					\$175
Scheduling	1					\$175
<b>TOTAL TEAM HOURS</b>	<b>59</b>					<b>TOTAL COST \$8,505</b>
<b>MASTER PLANNING &amp; SCHEMATIC DESIGN</b>						
MP Schematic Architectural Design (3 Plans) Including: Sustainability Analysis & Design	4	20		4		\$3,200
MP Design Development (Consolidated) Including: Phasing Plans	1	10		2	4	\$1,725
Presentation Documentation For: Community Outreach Meetings City Council Meetings Funding Outreach	4	40	2	6	20	\$7,240
Pro Forma Analysis & Support	4					\$700
<b>TOTAL TEAM HOURS</b>	<b>121</b>					<b>TOTAL COST \$12,865</b>
<b>REIMBURSEABLE EXPENSES</b>						
Administration						\$500
Postage, Office, etc.						\$150
Plots, Prints, Visuals, etc.						\$1,000
Travel (@ .58\$ / mile)						\$0
						<b>TOTAL COST \$1,650</b>
				Contingency (10%)		\$2,302
<b>HOURS</b>	<b>180</b>			<b>GRAND TOTAL</b>		<b>\$25,322</b>

General Notes:

- Consultant services are specifically excluded: geotechnical reports, civil engineering, structural engineering, landscape design, lighting design, mechanical / electrical / plumbing engineering, energy code analysis or third party drawing review whether required or desired.
- Estimated fee is limited to scope items expressly listed.
- Substantial increases in project scope - scope changes to be negotiated prior to continuation of work.
- Items or actions beyond the Architect's control that lead to extra services for design, communications, approvals or delays.



SCOPE OF WORK & COST - FINANCIAL PLANNING

**BASIC FUNCTIONS:**

Provide key support as Owner’s Representative to real estate development operations from project inception, land acquisition, and predevelopment.

**ESTIMATED DEVELOPMENT CONSULTANT AND STRATEGIST FEE:**

- Time and Materials at the rate of \$150/per hour.
- Estimated time: 70 Hours

**PROJECT ORIGINATION:**

- Research and support in areas of the development process.
- Zoning Research/Applications for Zoning Changes, Variances, Easements, Special Exceptions.
- Assist with identifying and preparing applications for funding sources as needed.
- Preparing supportive services plans by working directly with supportive service agencies.
- Assist with local approvals, presentations to the community and/or local partners.
- Secure proposals and manage third-party contractors – market study, preliminary architecture, survey, environmental, etc.
- Assist the Principals with all areas of development process.

**PRE-DEVELOPMENT:**

- Secure third-party proposals for architecture, civil/mechanical engineering, green building consultants, Etc.
- Represent at public hearings.
- Represent to various funding sources (as requested).
- Assist in developing and maintaining client relationships with the community.
- Assist with coordinating project design development including managing meetings with the design team, and other providers.
- Identify and manage lead time items to prioritize development process.
- Manage the logistics associated with closing real estate transactions (if any).
- Develop and manage proforma

<u>Project Budget Estimate</u>	<u>Hours</u>
<b>Project Management</b>	<b>28</b>
<b>Meetings</b>	
Kickoff, Team Coordination, City Council, Public Outreach	
<b>Master Planning</b>	<b>12</b>
Team Coordination, Review & Feedback	
<b>Proforma</b>	<b>30</b>
Research & Analysis	
<b>Total Hours</b>	<b>70</b>

# Walnut Lane - Appx A - Scope & Pricing



## SCOPE OF WORK & COST - CIVIL ENGINEERING

ENGINEERING LLC

### Estimate of Hours by Task

	Principal \$155	Project Manager \$130	Project Engineer I \$110	Civil Designer I \$95	Admin \$70	TOTAL ESTIMATED FEES (Not to Exceed)
<b>Project Management</b>						
Regular meetings with City and team	2	8			4	\$ 1,630
Provide baseline schedule and updates		4			2	\$ 660
Development and phasing strategy	2	4	4	4	2	\$ 1,790
<b>Pre-Development - Planning and Schematic Design</b>						
Develop 3 conceptual master plans	2	6	2	2		\$ 1,500
Develop a phasing plan for the Recommended Master Plan	2	6	6	10		\$ 2,700
Develop schematic design, including plans, elevations, and cross sections		4	4	4		\$ 1,340
Develop cost and development analysis data		4	4	4		\$ 1,340
Develop stormwater management		4	4	4		\$ 1,340
Expenses (3 nights at hotel @ \$150/night, Millage billed at \$0.58/mile)						\$ 1,600
<b>Subtotals</b>	<b>8</b>	<b>40</b>	<b>24</b>	<b>28</b>	<b>8</b>	<b>\$ 13,900</b>

### Budgetary Numbers for Optional Design and Background Components:

Boundary, Topo, and Locates Survey						\$ 5,000
Private Locator / CCTV Sewer (per day)						\$ 2,000
Potholing / Hydrovac Truck (per day)						\$ 3,000

### Notes and Assumptions:

- 1 Line item estimates are only estimates, and final costs may be reallocated between lines.
- 2 Items not listed explicitly herein are excluded from this scope.
- 3 Specific items excluded from this scope: Surveying, geotechnical engineering, structural engineering, electrical design, dry utility design, permitting, lighting design, landscape design, traffic studies, stormwater management plan, water modeling, easement negotiations, offsite design, and application fees.

## Walnut Lane - Appx A - Scope & Pricing

### SET Engineering

#### Scope Proposal

#### City of Moab – Walnut Lane Apartments RFP



ENGINEERING

In order to accurately design and phase this project, the locations of the existing utilities should be determined. It is important to understand this in order to preserve operation of existing services for tenants during all phases of the project.

Based upon the City info and our site investigations, we understand sewer and water is provided by the City. An old sewer main is located in about the middle of the site that flows to the north and collects sewer from the trailer parks, including the single-family residence encompassed by the project, and potentially from the trailer park to the west of this project. The location of each sewer service and their collectors that connect to said main is unknown. A few water meters are located along the north side of Walnut lane that serve the project. The location of the water lines and services beyond the meters is unknown. Gas mains and services are located throughout the project as indicated on Dominion Energy's facility map. Electricity is provided by Rocky Mountain Power and the majority of the lines are located overhead with a few underground services too. Communication lines are located throughout the project similar to the electrical facilities. Stormwater runoff sheet-flows to the northwest corner of the site and no storm drains exist. A storm drain is located offsite to the west, but its elevation would most likely not provide cost-effective drainage relief for the project.

In order to obtain the background site data needed, we suggest a boundary, topographic, and existing conditions survey be performed. We also suggest utility 'locates' be performed and surveyed. Potholing underground utilities or scoping, with a CCTV camera, the sewer lines may also be necessary to determine their locations. We intend to work with Obe regarding the sewer system and Levi for the water system – individuals at the City's utilities department – in addition to Chuck Williams, the City Engineer. We will work with the Fire Department to resolve access and hydrant locations. We have discussed the project with Gary Lawley at the power company and will determine phasing for the electrical system. We have also discussed the project with Callie Whitney at Dominion Energy and will determine phasing the gas system.

Given the background site data, we can accurately analyze the phasing of the project with respect to proposed building locations and existing and proposed utility services. We have analyzed numerous phasing methods. The factors are the size and location of the proposed buildings and which trailers and utilities will be affected. Phasing electrical will be tricky since the existing lines provide power to onsite trailers and neighboring properties surrounding the project. Partnering with Rocky Mountain Power will be essential. Again, the goal is to maintain services to all tenants during the life of the project. Temporary services may be needed in order to accomplish this.

Another important aspect of phasing this project is to maintain emergency access to all residences during all phases of the project. Currently, the two trailer parks are accessed from two separate driveways, without access connecting both sides. Moving or removing trailers will be necessary to maintain access during phasing. However, we understand HUD rules may prohibit habitation of a trailer if it is moved and should only be considered where we think it is feasible. We intend to work closely with the City and residents early in the process to determine the viability of moving any trailers.

Stormwater runoff will be handled via sheet flow and shallow vegetated swales since there are no storm drain systems to easily connect to. Retention, biofiltration, and detention areas will be needed to meet City requirements. While keeping stormwater on the surface will be challenging to design, we believe this will help control construction costs by minimizing piping and off-site improvements.

All phasing options consist of removing or moving existing trailers in order to create enough space to be cost effective – the larger the area, the better. Based upon our current understanding, phasing would best be handled by starting in the southwest quadrant of the project, due to its size, to extend a new water main from Walnut Lane and construct new sewer system since it flows to the north and temporarily tying it into the existing sewer main. This will allow the existing sewer to remain operational for the tenants. Water will need to be tied over or the existing lines be avoided in order to not interrupt service. The electrical upgrade will also benefit from starting in the southwest corner since electrical service is provided from the north and de-energizing the southwestern area will not affect other areas. Temporary access will be established for the tenants in the northwest corner by creating a drive aisle to connect to the east site of the project site. The next phase would best be located in the northwest quadrant. Then, moving to the east side, with a total of 3 or 4 phases.



SCOPE OF WORK & COST - LANDSCAPE

TASK & FEE DESCRIPTION					
<b>Walnut Lane Housing Development</b>					DHM
DHM Design Corp					
28-Jan-20					
	PRIN	PM	LA		SUB TOTAL
	165	125	90		
<b>Pre-Development - Planning and Schematic Design</b>					
Kick-off Meeting Design Team/City/Project rep, Site visit, code review	8	8			\$2,320.00
Prepare sketch site plan layouts, coordinate with design team to select preferred layout	1	8	16		\$2,605.00
Provide input on phasing plans	1	2			\$415.00
Public Meeting in Moab	12	4			\$2,480.00
Draft Schematic Design Site Layout and Landscape Plan and Details	1	4	16		\$2,105.00
Preliminary Cost Estimate		2	8		\$970.00
Review Plans and Cost Estimate with Client and Design Team		2			\$250.00
Final Schematic Design Landscape Plan and Details	1	2	8		\$1,135.00
	24	32	48	subtotal	<b>\$12,280.00</b>
Reimbursable expenses (printing, deliveries, mileage)					<b>\$1,000.00</b>
<b>Subtotal for Landscape Architectural Design Services</b>					<b>\$13,280.00</b>
<b>Assumptions-</b>					
Structural engineering for site elements such as flagpoles, retaining walls, etc is not included.					
Does not include electrical/lighting design.					
Plans will be provided to Architect in digital pdf version for submittals.					
Assumes construction documents would be scoped after a schematic design is approved.					
Assumes (2) trips to Moab during this phase of the project.					



# Walnut Lane - Appx A - Scope & Pricing



## SCOPE OF WORK & COST - ENGINEERING

The scope of work is to provide consulting for the Architectural, Civil Engineering, and Landscape Architecture during the master planning phase in relation to electrical site infrastructure and building layout. The fees below are to be billed hourly as needed with estimates provided.

	Scope	Rate	Hours	Estimated Fee
<b>Structural</b>	Review soils report and building layout for foundation options	\$185	3	\$555
	Provide options for alternative/efficient building construction	\$185	3	\$555
<b>MEP</b>	Review transformer and site electrical layout	\$185	3	\$555
	Review building orientation and layout relating to building efficiency	\$185	3	\$555
<b>Total</b>				<b>\$2,220</b>

**Notes:**

- Detailed energy modeling or building engineering is excluded from these estimates.
- Line items are only estimates and hours may be re-allocated between line items.
- Additional scope items can be added if requested for additional fees.



## SCOPE OF WORK & COST - LIGHTING

**BASIC SERVICES COMPENSATION**

Basic Services Lighting Design Fees shall be Hourly with estimates shown (HR):

Architectural Lighting Design - Walnut Lane Apartments	Site Planning Phase / Scope							Total Hours	Amount	
	PR	CD	PC	Personnel						
<b>Tasks</b>	PR - Principal	CD - CAD Drafter	PC - Project Coordinator	Comments						
<b>Site Planning</b>										
<b>2 months</b>										
Kick Off Meeting with Team - Go To Meeting	2.00		0.00					2.0	\$	300
Design Coordination - Set-Up for GoToMtgs (2 @ .25 hrs)	0.00		0.50					0.5	\$	38
Coordination Meeting - Go To Meeting	1.00		1.00					2.0	\$	225
Lighting Design Schematic Layout	1.00		2.00					3.0	\$	300
PM (Email/Phone Correspondence, Contracts, Billing)	2.00		0.00					2.0	\$	300
Plotting & Shipping	25.00									
Travel Expenses	0.00		0	0	0	0	0	0		
				0	0	0	0			SD total \$ 1,150
										Hourly
										SD Est Exp Total 25.00
<b>SUBTOTAL (Hrs)</b>	6.00	0.00	3.50	0	0	0	0	9.5		<b>Total FX Fee Total \$ -</b>
										<b>Estimated HR Fee \$1,150</b>
										<b>Total Fee Total \$1,150</b>
										<b>Estimated Expenses \$25</b>
<b>Hourly Rates</b>	150	95	75							<b>Total Project Fee/Exp \$1,175</b>

## APPENDIX B: Design Schedule from RFP Response, Updated

\* All dates listed below are intended for estimation purposes only. The team will work with the City of Moab to overcome any scheduling hurdles that may arise, especially those related to COVID-19

Preliminary Design Schedule	SPRING	SUMMER	FALL
<b>PRELIMINARY INVESTIGATIONS</b>			
<b>KICK OFF MEETING</b>			
<p><u>Deliverables</u>: All team members will be ready to listen and share thoughts on the project.</p> <p><u>Team Involvement</u> - All key team members to attend.</p>			
<b>PROGRESS MEETING</b>			
<p><u>Deliverables</u>: 3 Schematic Site Designs - varying to promote conversation and brainstorming. Each design to include a base proforma.</p> <p><u>Team Involvement</u>: Plans to be coordinated between Architecture, Landscape &amp; Civil based on preliminary input from the City of Moab. Input from Sustainability Expert, Development Strategist &amp; SMEP Engineers to be incorporated.</p> <p><i>NOTE: Availability of a detailed DWG survey at the time of the kickoff meeting will be critical to meeting this deadline date.</i></p>			
<b>PROGRESS MEETING</b>			
<p><u>Deliverables</u>: Consolidated Schematic Site Design coordinated between Architecture, Landscape Design, Civil Engineering &amp; input from the City of Moab. To include a developed base proforma.</p> <p><u>Team Involvement</u>: Architect, Civil, Development Strategist &amp; Sustainability Expert to be key players in this meeting to refine the selected trajectory based on input on 3 schemes from the City of Moab. Input from Landscape &amp; SMEP Engineers as needed.</p>			
<b>COMMUNITY OUTREACH</b>			
<b>PUBLIC SCHEMATIC PRESENTATION</b>			
<p><u>Deliverables</u>: Large scale printed presentation Schematic Site Design as agreed upon with City of Moab. Digital presentation showing the process, considerations &amp; key design elements. Format agreed upon with the City of Moab for questions and input. Community outreach materials to be distributed at meeting (both in English and Spanish).</p> <p><u>Team Involvement</u>: All key players in this meeting to be available for questions from the public. Input from MEP Engineers virtually as needed.</p> <p><i>NOTE: This phase of public outreach is intentionally limited. Individual key members of our team have participated in community studies and public meetings and serve on local housing boards and are members of Grand County volunteer associations. We have a strong pulse on housing needs in our town.</i></p>			
<b>ENTITLEMENTS</b>			
<b>APPLICATION SUBMITTAL</b>			
<p><u>Deliverables</u>: Submit materials to the City Planning Department in accordance with the PAD Ordinance.</p> <p><u>Team Involvement</u> - All team members to be available to make adjustments to the submitted documents as needed based on review.</p>			
<b>PLANNING COMMISSION WORKSHOP</b>			
<p><u>Deliverables</u>: Digital presentation of the PAD application materials.</p> <p><u>Team Involvement</u>: Architect, Civil &amp; Development Strategist to be key players in this meeting to refine the selected trajectory based on input from the Planning Commission. Input from Sustainability Expert, Landscape &amp; SMEP Engineers as need.</p>			
<b>PLANNING COMMISSION PUBLIC HEARING</b>			
<p><u>Deliverables</u>: Large scale printed presentation Schematic Site Design as agreed upon with City of Moab. Digital presentation showing the process, considerations &amp; key design elements. Format agreed upon with the City of Moab for questions and input. Community outreach materials to be distributed at meeting (both in English and Spanish).</p> <p><u>Team Involvement</u>: Architect, Civil, Development Strategist &amp; Sustainability Expert to be key players in this meeting to answer questions from the public. Input from Landscape &amp; SMEP Engineers as need.</p>			
<b>PLANNING COMMISSION VOTE</b>			
<p><u>Deliverables</u>: Adjusted site plan based on input from the council and public hearing as needed.</p> <p><u>Team Involvement</u>: Architect, Civil, Development Strategist &amp; Sustainability Expert to be key players in this meeting to answer questions from the council. Input from Landscape &amp; SMEP Engineers as need.</p>			

\* All dates listed below are intended for estimation purposes only.

Estimated Project Schedule	2020			2021			2022			2023			2024			2025		
	W	S	F	W	S	F	W	S	F	W	S	F	W	S	F	W	S	F
<b>ENTITLEMENTS &amp; DESIGN</b>																		
Master Planning	█			█														
Site Plan	█			█														
Building Permit	█			█														
<b>CONSTRUCTION**</b>																		
Phase 1 - "Minimize Tenant Displacement" 15 Months				█			█			█			█			█		
Phase 2 - "Increase Capacity" 15 Months				█			█			█			█			█		
Phase 3 - "Diversify Offerings" 24 Months				█			█			█			█			█		
Project Completion																█		

\*\*Estimated construction lengths provided by Henderson Builders, LLC